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CURRENT TOPICS.

WE PRINT elsewhere a letter from a firm of solicitors which
 reveals the existence in the chambers of the Masters in Lunacy of
 a very unsatisfactory state of things. It appears, from the
 information given to our correspondents at the chambers, that
 there are arrears of business of last sittings still to be disposed
 of, and that no definite appointment for business subsequently
 arising can be given until these arrears have been disposed of.
 Lunacy applications, as our correspondents remark, are usually
 urgent, and great inconvenience is likely to arise from delay in
 dealing with them.

MR. JUSTICE BUCKLEY, on Wednesday, upon the hearing of
 two winding-up petitions, pointed out that the petitions did not
 contain any allegation that the company had any assets avail-
 able for distribution in a winding up. Although the petition-
 ers' counsel stated that such an allegation was not usual and
 was not contained in any form contained in any of the books of
 precedents, the learned judge held that it was necessary, and
 directed the petitions to stand over, with liberty to amend.

THE LIST of the Court of Appeal for the Easter sittings shows
 scarcely any improvement on the Hilary list. At the commence-
 ment of the Hilary sittings there were 432 appeals, and there
 are now 427. A year ago there were 373 appeals. There are 139
 appeals from the Chancery Division, and 177 from the King's
 Bench Division. With all these arrears before them, and the
 knowledge that litigants are kept in suspense for a year or
 more, the two divisions of the court during recent sittings have
 ambled along at their accustomed easy-going trot, not forgetting
 the absolute necessity for a little repose in the shape of an
 occasional "day off," a privilege apparently as much cherished
 by the learned Appeal judges as by the unlearned London
 "slaves."

THE ENERGETIC judges of the Chancery Division afford an
 object-lesson to their brethren of the Court of Appeal. At
 the commencement of the Hilary sittings there were 303 causes
 and matters for hearing, showing a reduction of 73 since the
 commencement of the last preceding sittings. There are now

only 236 causes and matters for hearing, being 67 less than at the commencement of the Hilary sittings. A year ago there were 351 causes and matters. If this reduction should continue, the Chancery Division will soon form a rival to the Commercial Court in the rapidity with which an action can be heard and decided. No doubt the increased number of judges helps towards this result, but this alone would not explain so remarkable an overtaking of the work of the division; the bench as a whole is prompt and business-like in dealing with its work; and withal, if we may venture to say so, usually painstaking and accurate in decision. There are twenty-five company cases, which will this sittings fall to be decided by "Buckley on the Companies Acts."

ALAS FOR the King's Bench Division! Here we have an increase of arrears about equivalent to the decrease in the Chancery Division. There were 809 causes at the commencement of the Hilary sittings, and there are now 875. A year ago there were 776. As we pointed out last week, the actions for trial have risen from 656 at the Hilary sittings to 740 at the present sittings. Surely litigants are the most long-suffering people in the world, or there would be some commotion about the delay in the trial of actions.

IT IS SAFE to predict that, should the provisions of the late Mr. RHODES' will ever come before a court of law, they will afford plenty of matter for discussion. In the main no doubt they will be construed according to the law of Rhodesia, whatever that may be; and if the Roman-Dutch law of the Cape is in operation there, it may be that the gift for keeping the grave in order in perpetuity is valid, although *prima facie* not so according to English law. It is hardly necessary to point out that a gift for maintaining a tomb is not charitable so as to escape the rule against perpetuity. A devise of land for a park, such as the devise of land near Bulawayo which is to be "planted with every possible tree," could doubtless be now effectually made here under the Mortmain and Charitable Uses Act, 1891, since an order of the court could be obtained for the retention of the land in lieu of sale. But this again would depend on Rhodesian law. The provision for constructing "a short railway line from Bulawayo to Westacre, so that the people of Bulawayo may enjoy the glory of the Matoppes from Saturday to Monday" is novel, but not apparently open to criticism on legal grounds. If the provision extended to maintaining the railway, it would be a question in this country whether the encouragement of week-end holidays was a charity. The gift of £100,000 to Oriel College for the purposes of extending and repairing the college buildings and augmenting the stipends of the resident fellows, is, of course, a good charitable gift, and none the less that £10,000 is to go towards improving the fellows' dinners. What was the particular defect that induced this bequest we cannot say. The high table at an Oxford or Cambridge college is not usually the place where dinner is lacking either in quality or quantity. And the provision for a vast number of Colonial, American, and German scholarships is interesting on the ground of the magnificence of the conception and the novelty of the means by which it is carried out rather than for any legal points that can arise. Here, again, the gift is charitable, and in English law is not open to criticism. The same, however, cannot be said of the devise of Mr. RHODES' residence in Cape Colony—De Groot Schuur—as a residence for the Premier of the Federal Government of South Africa, when such an official shall come into existence, and the gift of £1,000 a year for providing an equipage and other purposes. It would not be feasible by English law to tie up land in this way to await a contingency which may happen, if at all, at a remote period, nor is it easy to see how the gift would be effectual in law even if the premier were in office. But this would be a matter to be settled, so far as the house is concerned, by Cape law. The only part of the will which is necessarily governed by English law, is the devise of the Dalham Hall estate in strict settlement, with conditions requiring every tenant for life or tenant-in-tail to have been, or to be, engaged for ten consecutive years in business, and these conditions could of course

only be effective, if at all, for a limited time. The will as a whole is full of legal points, but whether any of them will be ever raised is very doubtful, especially having regard to the nature of the residuary gift.

IN THE case of *Re Highett & Bird's Contract* (ante, p. 380) SWINFEN EADY, J., appears to have cited the dictum of COZENS-HARDY, L.J., in *Barst v. Tagg* (1900, 1 Oh., at p. 234), that "in the absence of any stipulation on the subject, the vendor must bear all expenses and outgoings of property sold down to the time when a good title was first shown." It is, however, submitted that this statement of the law is too wide, and that when a time for completion is fixed, that is the "governing date." In *Barst v. Tagg* the title had been accepted prior to the time fixed for completion, so that it was not really necessary to decide the point, but it is to be observed that the authority cited by COZENS-HARDY, L.J. (*Carrodus v. Sharp*, 20 Beav. 56), is distinguishable on two grounds. In the first place, in *Carrodus v. Sharp* no date appears to have been fixed for completion, and in such a case it cannot be disputed that the governing date is the time when a good title was first shown: *Re Spencer-Bell* (33 W. R. 771), *Re Kieble and Stillwell* (78 L. T. 383). In the second place, *Carrodus v. Sharp* was a specific performance action in which the title was made out in chambers. Sir EDWARD FRY, in his work on Specific Performance, states (p. 621) that "when the contract fixes the time for completion, there *prima facie*, and in the absence of stipulation, the time so fixed is the time from which the purchaser is liable to the payment of interest and is entitled to the rents." To this rule he gives four exceptions, one of which is when the title is made out in chambers (p. 622), in which case he says that "the day when the title is made out is the day on which the purchaser comes under an obligation to complete." Now in *Highett & Bird's Contract* the time for completion was fixed—viz., the 27th of September, 1901, and the case does not fall within any of the four exceptions given in Fry. It is submitted, therefore, that as from the 27th of September, 1901, the purchaser was entitled to the rents and profits. But, as pointed out in Fry, at p. 631, the liability to discharge outgoings must on principle be "incident to and coterminous with the right to receive the rents." It is, therefore, submitted that the dictum of COZENS-HARDY, L.J., if applied to cases where the time for completion is fixed, introduces a novel doctrine for which there is no authority, and the logical outcome whereof would be that the purchaser is not entitled to the rents and profits as from the time fixed for completion unless there is an express stipulation to that effect.

THE Vexatious Actions Act, 1896, was intended to deal with exceptional circumstances, and applications under it have naturally been infrequent. They can only be made by the Attorney-General, and he must satisfy the court that the person complained of "has habitually and persistently instituted vexatious legal proceedings without any reasonable ground." The court may thereupon order that no legal proceedings shall be instituted by that person without the leave of the High Court or a judge. Shortly after the passing of the Act its effect was considered in *Re Chaffers* (45 W. R. 365), and WRIGHT, J., observed that the consideration whether a person had habitually and persistently instituted vexatious legal proceedings without any reasonable ground did not depend on a minute examination of whether in each particular action there was or was not a reasonable ground. It was necessary to consider the number of actions brought, their general character, and their results. In that case forty-eight actions had been instituted, all save one before the Act, and the Divisional Court made the order applied for. In the recent case of *Re Jones* (*Times*, 25th ult.) the number was much less, but there were circumstances which induced the court to decide that the Act might properly be put in operation. A member of a farming and gardening association, formed under the Industrial and Provident Societies Act, 1876, who had held an allotment, received from the committee notice to quit for non-payment of rent. As he declined to go, possession was recovered by legal process. The rules of the association provided for the settle-

ment of disputes by arbitration, but the member in question proceeded to bring actions against the several members of the committee. All these—five in number—were stayed, and the last was dismissed as frivolous and vexatious. Having regard to all the circumstances, including the humble position of the parties, and the waste of money which might ensue if the member were allowed to go on unchecked, an order under the Act was made. It did not, as the Lord Chief Justice pointed out, debar the plaintiff from taking any proceedings at all. It only required him as a preliminary to satisfy a judge that there was a case on which he ought to be allowed to sue.

IN THE CASE of *Smith v. Kerr* the Court of Appeal recently affirmed the decision of COZENS-HARDY, J. (1900, 2 Ch. 511), that Clifford's-inn is subject to a charitable trust. Upon the language of the conveyance of 1618, upon which the title of the members of the inn rests, it is difficult to see how any other result could have been arrived at. Long before that date the premises appear to have been occupied by the Society of Clifford's-inn as an Inn of Chancery under leases from the Clifford family, but at length by an indenture of feoffment dated the 29th of March, 1618, in consideration of £600 paid by the society, they were conveyed by Lord CLIFFORD to trustees, it being declared that the object of the conveyance was that they might "be assured, estated, and settled [so] as the same shall and may for ever hereafter continue and be employed as an Inn of Chancery for the furtherance of the practisers and students of the common laws of this realm"; and by a further clause it was expressly agreed that "the said capital message now called by the name of Clifford's-inn shall for ever hereafter retain and keep the same usual and ancient name of Clifford's-inn, and shall for ever hereafter be continued and employed as an Inn of Chancery for the good of the gentlemen of that society and for the benefit of the commonwealth as aforesaid." The meaning of these words is clear, especially when regard is had to the use to which the Inns of Chancery were put at that period. COKE enumerates eight of them—namely, Clifford's-inn, Lyon's-inn, Clement's-inn, Bernard's-inn, Staple's-inn, Furnival's-inn, Thavie's-inn, and New-inn, and says that they were erected "for the young student which mostly cometh from one of the universities . . . to learn there the elements of the law" (3 Rep. xxxvi.). The first three were attached to the Inner Temple, the next two to Gray's-inn, the next two to Lincoln's-inn, and the last to the Middle Temple. FORTESCUE, whose account dates from HENRY VI., says that there were ten lesser inns, and sometimes more, called Inns of Chancery, in each of which there were a hundred students at least. It would appear from Stow's Survey of London (ed. 1623, p. 66) that the two inns which had disappeared were Scroop's-inn, in "Old-bourne," and Chester's-inn or Strand-inn, in the Strand. The latter was pulled down in the reign of EDWARD VI. by the Duke of SOMERSET, "who in place thereof raised that large and beautiful house called Somerset House." Hence, when Clifford's-inn was formally conveyed for the purposes of an Inn of Chancery, it was devoted to purposes of legal education, and consequently was affected with a charitable trust, and, none the less, that a consideration for £600 was paid by the society to the feoffor. Those who provided the money became joint founders of the charity, but the charity itself was, as the Court of Appeal have held, undoubtedly constituted.

THE QUESTION has often been considered, but never till recently actually decided, whether justices at an annual general licensing meeting can themselves start an objection to the renewal of a licence. The question has now been answered in the affirmative by a Divisional Court in the case of *Rex v. The Justices of Kingston-on-Thames* (ante, p. 394). From the facts stated in that case it appears that at the annual meeting the justices announced that the renewal of a number of licences, to which no objection whatever had been made, would be considered at the adjourned meeting. The appellant was the licensee of one of the houses affected, and at the adjourned meeting he was represented by counsel, but he had

been served with no notice to attend, nor with any notice of objection. In spite of this, the justices refused to renew the licence without hearing any evidence whatsoever. Now, by section 42 of the Licensing Act, 1872, written notice of an intention to oppose a renewal should be served on the licensee seven days before the annual meeting; but although no notice has been given, the justices may, "on an objection being made, adjourn the granting of any licence to a future day." It was held in *Daykin v. Parker* (42 W. R. 625; 1894, 2 Q. B. 273, 556) that an objection made virtually in open court, without any grounds being stated, was a good "objection made" within the section, and that, therefore, the justices had power to postpone the consideration of the renewal to the adjourned meeting. In the recent case, however, no objection whatever was made in open court, and it is not surprising that the High Court granted a *mandamus* to the justices to hear the application for renewal according to law. The court, however, held that justices may start an objection themselves, provided they announce it in open court; and that if they so state their objection, they can then adjourn the consideration of the renewal. This decision, then, settles the question of the power of the justices to themselves start objections, and settles it in what, we submit, is rather an unfortunate way. It is not at all satisfactory for the justices, who should act judicially, to be themselves objectors. This was put forcibly by HAWKINS, J., in *Reg. v. The Justices of Anglessea* (59 J. P. 743). In commenting upon the section in question, he said that it "admits of objections being made without previous notice at any time during the meeting itself, subject to the provision made for giving the applicant for the renewal an opportunity of being heard when the justices come to consider the objection. It could not have been in the contemplation of the Legislature that the licensing justices would or might be objectors themselves, for the justices are the only persons to whom an objection can be made; they are the only persons required to take action upon it, and they are the only persons who are to hear and determine it. In so doing, they act judicially. It is difficult to suppose that those by whom this enactment was passed intended so far to depart from one of the first principles of justice—viz., that no man shall be a judge in his own cause. Yet it would be so if licensing justices were allowed to adjudicate on objections made by themselves to themselves. The words 'on an objection being made' can only mean 'made to the justices.'" We think it rather unfortunate that the court did not adopt this *dictum*. Although licensing justices at their annual general meeting do not constitute a court, still it cannot be denied that they are bound to act judicially; and it is hard to see how the parts of judge and prosecutor can be doubled satisfactorily.

THE GOVERNMENT Licensing Bill and the Bills brought in by private members relating to the same subject will probably cause much attention to be directed to the laws regulating the sale of intoxicating liquors. We desire to express no opinion as to what restrictions ought to be placed by the Legislature upon the sale of intoxicating liquors or as to what limit should be placed upon the number of public-houses in a particular district. But whatever the law may be, everyone must wish that it should be administered with fairness and impartiality, and without any suspicion of bias. Generally speaking, no doubt, this is done, but there are exceptions. Thus, with regard to the justices who attend the licensing meetings in some districts, it is said that, while some of them neglect their ordinary judicial duties, they never fail to take their seat on the bench when the question is whether a licensee should be granted or renewed; that others, from their ownership of property, have interests or sympathies which prevent them from approaching the question with an unbiased mind, and that others, who are known to have spoken in public in favour of total abstinence or of a Permissive Bill, are thought by many to register their votes without any regard to the evidence brought before them. The proceedings of some of the licensing meetings have recently excited much comment. We hear that in one district it was arranged by the justices that they should divide themselves into committees of inspection, who should personally visit the different public-houses and

report to their colleagues whether the existing licences should or should not be renewed. The obvious result of this arrangement would be to make the hearing of the application an idle formula, as the meeting would act upon the reports which it had received and not upon the evidence. In another county a village, beautifully situated in a valley surrounded by mountains, contained, like other ancient villages, a liberal supply of public-houses. A company, attracted by the beauty of the scenery, built a large hotel upon a wooded slope at a considerable height above the village for the accommodation of tourists. An application by the company for the ordinary wine and spirit licence was rejected on the ground that the wants of the neighbourhood were sufficiently supplied. We cannot but think that a licensing body of a more select and permanent character than the present one would be an improvement on the existing system. It should at any rate be essential that the licensing meeting should have as chairman one who had the qualification of a legal training.

THE DECISION OF KEKEWICH, J., this week in *Foerster v. The Newlands, &c., Diamond Mines (Limited)* (reported elsewhere) related to a matter of some practical importance as to voting at company meetings, though it could hardly be supposed to raise any real doubt. It has already been decided in *Ernest v. Loma Gold Mines* (45 W. R. 86; 1897, 1 Ch. 1) that, under the ordinary form of articles of association, proxies can only be effectively used at a poll. The proxy is usually required to be a member of the company, and on a show of hands he can vote only once, so that his voting power is not increased by any proxies which he may hold. But in voting at a poll how is he to fill up his voting paper? In the present case the plaintiff, who had several thousand proxies, had signed it with his name, adding "for self and proxies." Since under the articles the proxies had to be lodged beforehand with the company, it is obvious that this gave all the information necessary to enable the votes which the plaintiff controlled to be duly counted. It appears, however, to have been objected that separate voting papers should have been sent in in the names of the persons who had given the proxies. To this objection KEKEWICH, J., allowed no weight. The voting paper as sent in expressed the intention of the parties concerned, and to have increased the voting papers would have been useless trouble. At the time of enumeration the officials already know how many valid proxies have been deposited in the name of each proxy-holder, and his voting paper should be multiplied accordingly.

THE ATTENTION of our readers should be directed to Mr. STRINGER's observations on the reform of legal procedure, which we report elsewhere. His suggestion that the Rules of Court ought to distinguish between questions of principle and questions of practice, and that it is in respect of matters of practice that amendment is most needed, appears to be very valuable.

THE EDUCATION BILL.

THE subject of this Bill stamps it at once as of first-rate importance; and such it undoubtedly is, if it be the Ministerial intention that it shall be passed into law, and shall not, sharing the fate of more than one of its predecessors, perish before it reaches the Committee stage.

Apart from questions of policy, which it would be out of place to discuss in this article, the Bill is of considerable interest to lawyers, for it proposes important alterations in the present law as to education. It may here at once be pointed out that as regards what is certainly the most controversial, and probably the most important, subject dealt with by the Bill—elementary education—the framers of the measure have stopped short at proposals, and have not gone the length of positive enactment. In other words, this part of the Bill is, as will appear hereafter, permissive only. Assuming the Bill to have become law in its present form, Parliament will have laid certain proposals before the local authorities for them to accept or reject at their pleasure, and will have made no attempt to impose its own will upon them. The Statute Book con-

tains many examples of permissive legislation; for example, the Baths and Washhouses Acts, the Public Libraries Acts; and certain provisions of the Public Health Acts are in force only in such localities as have thought fit to adopt them; but it may be doubted whether these or other adoptive enactments afford a sufficient precedent for permissive legislation upon a subject of such general importance as education. With regard to such a subject uniformity is surely desirable, and the judgment of the Legislature might well be allowed to prevail over the preferences of localities.

The Bill deals in separate parts with "higher education" and with "elementary education"; the former expression is used in the Bill synonymously with "education other than elementary," and this may be taken to be its definition. The expression "elementary education" is not defined either by the Bill or by the Elementary Education Acts, to which the Bill refers for any further definitions which may be required. But the meaning of this expression was much discussed in the judgments in *Reg. v. Cockerton* (1901, 1 Q. B. 322, 726), and further light is thrown on its meaning by a provision in the Bill (section 18) limiting the power to provide instruction under the Elementary Education Acts to "the provision of instruction given under the regulations of the Board of Education to scholars of not more than fifteen years of age in a public elementary school." This provision, of course, affirms the decision in the *Cockerton* case. On the same point it may be noticed that any arrangement for the continuation, at the expense of the rates, of the classes declared to be illegal by that decision which has been made under the temporary Act of last session (1 Edw. 7, c. 11) is continued (by clause 20) until the appointed day upon which the new enactment comes into operation.

As to "higher education" the Bill contains little that is new; the more general term is substituted for "technical or manual instruction," the supply of which was dealt with by the Technical Instruction Acts of 1889 and 1891. Under these Acts again the local authority is allowed to expend the proceeds of a rate of a penny in the pound in aid of the above instruction, and every county, borough, and urban district council is a local authority. Under the Bill no powers in relation to higher education are given to the councils of the smaller boroughs and urban districts. Councils of counties and county boroughs are to be the "local education authorities," and may spend the proceeds of a twopenny rate as well as the sum received by them under the Local Taxation, &c., Act, 1890, in supplying or aiding the supply of education other than elementary; and councils of boroughs with a population of over ten thousand, and of urban districts with a population of over twenty thousand, will have concurrent powers of aiding higher education, limited to a penny rate. There is a provision against religious tests in rate-aided schools and colleges similar to the provisions in the Acts of 1889 and 1891, which Acts the Bill proposes to repeal *in toto*. The provisions as to higher education are therefore neither complex nor very novel.

Part III. (sections 5-11) of the Bill deals with "elementary education." This part is, as already pointed out, "adoptive." The power to adopt is given to the local education authority—viz., the council of a county, a county borough, a non-county borough whose population exceeds 10,000, and an urban district whose population exceeds 20,000. Thus the county council will be the authority for such parts of the county as are not comprised within any of these more populous districts; and there will not necessarily, or perhaps even probably, be a uniform adoption throughout any one county. The adoption is to be carried out with certain formalities which are prescribed in the first schedule to the Bill.

In the area in which the adoption takes place, school boards are to be abolished and the local education authority is to succeed to their powers and duties as to elementary education: but the management of public elementary schools provided by the authority is to be entrusted to managers appointed by them under section 15 of the Act of 1870, a section which gives a similar power to school boards but imposes upon them no obligation to exercise it. In the case of schools not so provided (viz., "voluntary schools") the managers are to continue as under the existing law. By these provisions it would appear that proper care for local needs will be assured. The local managers are,

however, to be subject to the control of the local education authority in certain particulars, of which the more important are (1) the secular instruction to be given; (2) inspection and audit; (3) consent to the appointment of teachers (not to be withheld except on educational grounds); (4) the right to appoint additional managers (not to exceed one-third of the whole number).

The local education authority are to maintain and keep efficient all public elementary schools within their area which are "necessary," and are to apply in aid of their expenses the Parliamentary grant now distributed by the Board of Education under the Voluntary Schools Act, 1897. As to the provision of any new public elementary school and its suitability for the wants of a district (whether it is proposed to be provided by the local education authority or otherwise), and as to whether any existing school is "necessary," or not, there is to be an appeal to the Board of Education, who are to have regard to the interests of secular instruction, to the wishes of parents, and to economy of the rates, but a school with an average attendance of thirty is not to be held to be unnecessary.

Many important supplementary provisions are contained in Part IV. of the Bill. The local education authority is to exercise its powers as to both branches of education (other than financial powers and powers of adopting Part III.) through education committees or a single committee: the majority of such a committee is to consist of members of the authority appointing it, and a wide choice is given as to the composition of the minority, the suggestion being that experts in education shall be appointed; a scheme providing for the appointment of the committee is to be framed by the authority and approved by the Board of Education.

The expenses of carrying out the Act are to be defrayed by the local education authority out of their ordinary funds and rates—viz., by a county council out of the county fund, by a borough council out of the borough fund or rate, and by a district council out of the district fund and general district rate. But as to elementary education these expenses are to be charged exclusively upon the area of the local education authority, so that a county council will not be able to charge these expenses on a borough or urban district which has its own education authority; and provisions are made for charging expenses incurred in respect of a particular school upon the parish or parishes served by that school. Borrowing powers are given to the local education authorities, the purposes being those of the Elementary Education Acts "or this Act"; it is not clear what new purposes for which loans may be raised are created by the Bill, as borrowing for the purposes of providing higher education is not, expressly at all events, authorized.

The drafting of the Bill is above the average, and there is less than the usual amount of incorporation of other statutes; many important provisions are, however, relegated to the comparative obscurity of the schedules. The working of these provisions will require to be closely scanned. The first schedule (as to method of adoption), has already been referred to. Schedule II. contains provisions as to transfers of property, rights, and liabilities to the local educational authorities, and here the Local Government Acts are applied with variations. The third schedule is likely to lead to difficulties of construction; it contains modifications of the Elementary Education Acts "as applied under this Act," and it abounds in enactments in the form with which modern legislation has made us familiar, such as—that references in the applied enactments to A. shall be construed as references to B. Schedule IV. contains the repeals, the first part consisting of enactments repealed generally, the second part of enactments repealed in areas in which Part III. of the Bill has been adopted.

On the whole the Bill promises well, but from a lawyer's point of view it would be infinitely improved if the permissive element were removed, and the local management of elementary education were placed uniformly under one authority, such authority being also the authority for higher education, and thus in a position to direct education generally as one co-ordinate whole.

It should be added that the Bill does not apply to London; separate treatment for the metropolis is inevitable in this, as in other branches of local government.

REVOCATION OF A GUARANTEE.

DIFFICULT questions have from time to time arisen as to the effect of the death of a guarantor by way of revocation of the guarantee. In ordinary contracts the general rule is that the representatives of a deceased debtor are liable to the extent of the assets which come to their hands upon all contracts of the deceased which are undischarged at the time of his death. There is, of course, the exception of contracts for personal services which can be performed only during the lifetime of the party contracting. These are subject to the implied condition that he shall be alive to perform them, so that, should he die, his executor is not liable to an action for breach of contract occasioned by his death. A contract by an author to write a book, or by a painter to paint a picture, within a reasonable time, are familiar instances of this exception.

But contracts of guarantee are of a particular kind. In the case of a guarantee for a fixed period of time, it has been held that the promise itself creates no obligation. It is in effect conditioned to be binding if the creditor acts upon it either to the benefit of the guarantor or to the detriment of himself. But until the condition has been in part fulfilled, the guarantor has the power of revoking the guarantee without the assent of the person to whom it is given. The guarantee is considered as equivalent to an offer only, without any consideration to make it binding. It has been stated to be the law that when a man who has made an offer dies before it is accepted, it is impossible that it can then be accepted; and in *Coulthart v. Clementson* (5 Q. B. D. 42) BOWEN, L.J., in a considered judgment, held that a continuing guarantee, in the absence of express provision, was revoked as to subsequent advances by notice of the death of the guarantor.

The reasoning upon which a continuing guarantee is held to be only irrevocable if and so far as it has been acted upon would not, at any rate before the Judicature Acts, apply to a guarantee under seal, and the case of *Coulthart v. Clementson* has been the subject of some criticism in subsequent cases. In *Balfour v. Grace*, decided by Mr. Justice JOYCE on the 11th of February, the facts were as follow: A dead person had during his lifetime executed a bond as surety for D. as agent and receiver of the plaintiff's estates in Ireland. The bond was dated the 25th of June, 1883, and was for £3,000. It was executed on the occasion of D.'s being appointed agent and receiver, and was conditioned to be void if he should pay to the plaintiff all such sums as he should receive of the rents and profits of the estates, &c. D. continued to act as the plaintiff's agent till February, 1900, but he soon afterwards left the country, and it was discovered that he had appropriated to his own use large sums of money belonging to the plaintiff. C., the guarantor, died on the 13th of August, 1889, and the defendants were his executors. The question was whether the estate of C. was liable for what was due to the plaintiff under the terms of the bond.

The point of law argued was whether the liability determined on the death of the testator or at the time when his death first became known to the plaintiff. It was admitted that the plaintiff knew of the death of the testator soon after it occurred. The plaintiff relied on *Lloyds v. Harper* (16 Ch. D. 290), where the father of an underwriter had given the customary guarantee for his son's engagements to Lloyds Association, and the Court of Appeal held that the father's estate continued liable after the committee became aware of his death, for the testator had no power to determine the guarantee as he had in *Coulthart v. Clementson*. The learned judge, after carefully examining the cases cited, held that the liability of the testator under the bond was not determined by the fact of his death coming to the knowledge of the plaintiff. The real question seemed to be whether, where a guarantee was given in consideration of employment afforded to another by the person in whose favour the guarantee was made, the law required that, in order for the guarantee to be determinable by the guarantor upon notice, it must be so expressly stipulated, and the learned judge thought it safer to require that the stipulation must be made by the guarantor.

We think that this decision is in accordance with the reasoning of the Court of Appeal in *Lloyds v. Harper*. It is certainly inconvenient that the estate of a guarantor should continue subject to an uncertain and future liability, but this

should be guarded against in the contract. We observe that, so far back as 1790, the Court of Session in Scotland, in *The University of Glasgow v. Miller* (M. 2106), held that a cautionary obligation on behalf of a factor for an estate does not cease by the cautioner's death, but continues binding upon his heirs.

REVIEWS.

CONTRACT.

PRINCIPLES OF CONTRACT: A TREATISE ON THE GENERAL PRINCIPLES CONCERNING THE VALIDITY OF AGREEMENTS IN THE LAW OF ENGLAND. SEVENTH EDITION. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law, Corpus Professor of Jurisprudence in the University of Oxford. Stevens & Sons (Limited).

In his preface to this edition the author points out that twenty-five years have elapsed since the book was first published, and having regard to the changes which have taken place in that time by reason both of historical research and current decisions, he has availed himself of the opportunity to make a thorough revision of the contents. The historical account of "consideration," for instance, has been wholly rewritten, and instead of the derivation of this notion from the Roman *causa*, which was formerly suggested, Sir Frederick Pollock, following Professor Ames, of Harvard, now bases it upon the inability of the early English lawyers to understand how either debt or *assumpsit* would lie unless the liability of the defendant was in some way purchased by the plaintiff—in debt by a *quid pro quo*; in *assumpsit* by the suffering of loss through breach of promise. And of course if the appropriate form of action was not available, there was no remedy. The idea is thus native to English law, and reference to the Roman doctrine is only useful for purposes of comparison. The most signal instance of revision necessitated by recent decision is in the chapter on restraint of trade, where the *Nordenfelt* case (1894, A. C. 535) has enabled considerable simplification to be made. The changed conditions of modern commerce forbid the exclusion of a restraint on the ground that it is unlimited in point of space. "What does it signify to a tradesman in London what another does at Newcastle?" was a plausible argument in *Mitchel v. Reynolds* (1 Peere Williams, 181); but at this day, as Sir Frederick Pollock observes, we have no difficulty in seeing that it may signify very much to a merchant in London what another is doing, not only at Newcastle, but at Singapore or San Francisco. Hence the only restriction is that the covenant shall not extend further than is reasonably necessary for the protection of the covenantee. Subject to this, it may be world-wide. Another matter of practical importance which is treated with great care is the subject of covenants running with land. A minute analysis is given of the circumstances under which the burden and the benefit respectively pass to successive owners or occupiers, and the distinction between the legal and the equitable doctrines is instructively pointed out. The work in its present form will maintain its high reputation.

BOOKS RECEIVED.

The English Reports. Vol. XVII.: Privy Council VI., containing Moore P. C. N. S., Vols. 7 to 9. William Green & Sons, Edinburgh; Stevens & Sons (Limited). Price 30s. net.

The Acts Relating to the Income Tax. By the late STEPHEN DOWELL, M.A. Fifth Edition. Revised, Altered, and Considerably Enlarged, with Complete Notes, Cross-references, Summaries of Statutory Provisions, Decisions, and Sections on Crown Law and Procedure affecting the Revenue. By JOHN EDWIN PIPER, LL.B. (Lond.), Barrister-at-Law. Butterworth & Co.

The Factory Acts. By the late ALEXANDER REDGRAVE, C.B., her late Majesty's Chief Inspector of Factories. Ninth Edition. By H. S. SCRIVENER, M.A. (Oxon.), Barrister-at-Law, and C. F. LLOYD, Barrister-at-Law. Statutory Orders, Special Rules and Forms revised by W. PRACOCK, of the Home Office. Shaw & Sons; Butterworth & Co.

The Health Officers' Pocket-Book: A Guide to Sanitary Practice and Law for Medical Officers of Health, Sanitary Inspectors, Members of Sanitary Authorities, &c. By EDWARD F. WILLOUGHBY, M.D. (Lond.), D.P.H. (Lond. and Camb.). Second Edition. Revised and Enlarged. Crosby, Lockwood, & Son. Price 10s. 6d. net.

A *ried* *coe* examination, say the *Daily Telegraph*, is popularly supposed to be a terrifying ordeal. A candidate at a recent Bar examination apparently did not find it so. When asked by the kindly examiner, who desired to put him completely at his ease, whether he was not the son of a certain eminent lawyer, the young man replied that he was, and added that he hoped he would receive full marks for the answer.

CORRESPONDENCE.

THE CHAMBERS OF THE MASTERS IN LUNACY.

[To the Editor of the Solicitors' Journal.]

Sir,—We think that the attention of the profession and of the authorities should be directed to the arrears, and the way in which the business is conducted, in the chambers of the Masters in Lunacy.

We issued a summons over a month ago under section 116 of the Lunacy Act, 1890, which was made returnable this week. We naturally supposed that the summons would be in the list, and would be dealt with by the master in the usual way. On our attending, however, we found that it was not in the list, and we were informed that the masters' business was in arrears, and that our summons would not be dealt with until the arrears of last sittings had been disposed of, and that no definite appointment could be given, but that we must watch the list.

No information could be given to us as to when it was likely to be taken, and as our matter, like most lunacy matters, was of more or less urgency, we think that the profession will agree with us that this is a very unsatisfactory state of affairs, and that some new arrangement should be made by the Masters in Lunacy for a prompt and businesslike dispatch of their business.

April 9.

X. Y. & Z.

CASES OF THE WEEK.

Court of Appeal.

NEALE v. GORDON-LENNOX. No. 1. 8th April.

COUNSEL.—CONDUCT OF ACTION—AUTHORITY TO COMPROMISE—CONSENT ORDER FOR REFERENCE—INTERLOCUTORY ORDER.

This was an appeal from an order of Lord Alverstone, L.C.J., setting aside an order which had been made for the reference of an action to arbitration, and directing that the action should be restored to the list for hearing. The action, which was brought by Miss Dora Beatrice Neale against her aunt, Lady Henry Gordon-Lennox, for slander and libel, was in the list for hearing before the Lord Chief Justice on the 12th of February, 1902. Shortly before the case was called on, the learned judge, having read the pleadings, intimated by a note to Mr. Rufus Isaacs, K.C., the defendant's counsel, his opinion that it was undesirable that the details of the case should be discussed in court, and that the better course would be to have an inquiry by some independent person. Accordingly, when the case was called on, Sir Edward Clarke, K.C., the plaintiff's counsel, and Mr. Isaacs, had an interview with the Chief Justice in his private room for the purpose of coming to some arrangement. Sir Edward Clarke and Mr. Isaacs were both willing to agree that the action should be referred to arbitration, but Sir Edward Clarke expressed a desire that Mr. Isaacs should make a statement in court on behalf of the defendant withdrawing all imputations of any kind against the plaintiff. Mr. Isaacs was willing to make such a statement with regard to all imputations connected with the action, but not with regard to all imputations whatsoever. In the result an arrangement was come to, with the sanction of the learned judge, that the record should be withdrawn and the case referred to Mr. Dickens, K.C., without any terms as to the withdrawing of imputations. An announcement that the case had been referred by consent of the parties was made in court. Before the arrangement was come to, the plaintiff had signed a document which had been drawn up by Sir Edward Clarke, and which was in the following terms: "Defendant stating by her counsel that she never imputed or meant to impute anything against the moral character of the plaintiff, and is satisfied that there is no ground for any such imputation, case referred to . . . to say what should be done between the parties in satisfaction of all matters in difference between them. Case referred to . . . to say what sum, if any, should be paid by the defendant in compensation for the matters complained of in this action. I consent to either alternative Sir E. Clarke adopts.—12-2-02.—Dora Beatrice Neale." The Lord Chief Justice assented to the arrangement under the impression that the parties had put themselves unreservedly in their counsel's hands. The plaintiff, having heard the announcement in court, immediately communicated to her solicitor her objection to the reference of the case without a statement that all imputations were withdrawn, and instructed him to see Sir Edward Clarke, and on the 14th of February she had a consultation with Sir Edward Clarke. On the 17th of February the order embodying the arrangement by consent was drawn up. On the 19th of February Sir Edward Clarke applied to the Lord Chief Justice on behalf of the plaintiff to restore the case to the list on the ground that he had exceeded his authority. The application was supported by an affidavit of the plaintiff that, after consultation with her counsel, she had consented to a reference on the understanding that the defendant admitted in court by her counsel that no imputation rested on the plaintiff's character. The Lord Chief Justice, after hearing argument, delivered judgment on the 4th of March, setting aside the order for reference and restoring the case to the list. He was of opinion that it was clearly established that counsel appearing for a party in an action was held out as having authority, and had full authority, as to all matters relating to the conduct of the action and its settlement; and, further, that, notwithstanding a limit might have been placed upon the authority of counsel, the party for whom he appeared was bound by such settle-

ment, unless the fact that the counsel's authority had been limited was communicated to the other side. He thought, therefore, that if the arrangement came to by Sir Edward Clarke had been a final settlement of the action, it would have been binding upon the plaintiff, even assuming that she had limited Sir Edward Clarke's authority at the time he entered into the arrangement. But he was of opinion that, inasmuch as the order drawn up in pursuance of the arrangement was an interlocutory order, and not a final order, the same stringent rule did not apply, and that the other side was not entitled as a matter of right to insist on the arrangement being carried out, when it was shown that in fact counsel had exceeded his authority (see report *ante*, p. 319). The defendant appealed. The following cases were referred to: *Wright v. Soreby* (2 Cr. & M. 671), *Strauss v. Francis* (L. R. 1 Q. B. 379), *Matthies v. Munster* (20 Q. B. D. 141), *Mullins v. Howell* (11 Ch. D. 763), *Ainsworth v. Wilding* (1896, 1 Ch. 673), *Holt v. Jesse* (3 Ch. D. 177), *Wilding v. Sanderson* (1897, 2 Ch. 534), *Hickman v. Berens* (1895, 2 Ch. 638), and *Lewis v. Lewis* (45 Ch. D. 281).

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said the question was whether the defendant was entitled to insist that the terms of a compromise by which the action had been referred should be carried out. Sir Edward Clarke in agreeing to the compromise as counsel for the plaintiff had acted contrary to the instructions of his client that the action should be referred only on the terms of all imputations against her being withdrawn. It was not suggested that there was any element of mistake in the matter. Sir Edward Clarke had refrained from dealing with the case on the footing that he had been under any misapprehension. It was clearly established that a compromise made under those circumstances could not be set aside. The effect of the cases on the subject had been well summarized in the judgment of the Lord Chief Justice. But the Chief Justice thought that the general rule was not applicable where the compromise resulted in an interlocutory order. In his (Collins, M.R.'s) opinion no distinction could rightly be drawn for this purpose between an interlocutory order and a final order. He therefore thought the appeal must be allowed.

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, Rufus Isaacs, K.C., and Norman Craig; Sir Edward Clarke, K.C., and R. J. Drake. SOLICITORS, Lewis & Lewis; W. H. Jamieson.

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

FOERSTER v. THE NEWLANDS (WEST GRIQUALAND) DIAMOND MINES (LIM.). Kekewich, J. 8th April.

COMPANY—"PROXIES," MEANING OF—VOTING BY PROXY—MANNER OF RECORDING VOTES BY PROXY.

This was an action by a member of the above-named company against the company, its chairman, and another, asking for a declaration that a certain resolution appointing the plaintiff a director of the company had been duly passed, and for an injunction to restrain the defendants from excluding the plaintiff from his office of director. The whole case turned upon the question whether certain votes given by proxy had been duly recorded. It appeared that at an ordinary meeting of the company held on the 16th of January, 1902, one Mr. Juzi and the plaintiff were proposed for the office of director. Upon a show of hands, the chairman declared Mr. Juzi to be elected, with the consequence that a poll was demanded. A poll was held in due course, and again the chairman announced that Mr. Juzi had been elected, and not the plaintiff. This action was then commenced. The plaintiff received several thousand votes more than Mr. Juzi, but various objections were taken to many of the votes recorded in his favour. The question raised at the trial was as to the manner in which the plaintiff had voted in respect of two proxies which he held for large blocks of shares. By the articles of association votes might be given either personally or by proxy, and the proxy had to be appointed in a particular manner. Further than this, the instrument appointing the proxy had to be lodged with the company at least forty-eight hours before the meeting at which the votes were to be recorded. But the articles were silent as to the manner in which the proxy was to record such votes. It was not contended that the plaintiff had failed to comply with the provisions of the articles as to the form of the instruments appointing him proxy or as to the lodging of the instruments with the company. The defendants' contention was that his manner of recording the votes was irregular. It appeared that he had merely signed the voting papers "George Foerster, for self and proxies." It was contended that they should have been expressed to be recorded on behalf of himself and on behalf of the several persons for whom he had been appointed proxy. The only evidence that he was voting for the proxies was the voting paper itself, as the mere depositing the instruments was not an exercise of the powers conferred upon him.

KEKEWICH, J., said that this case would probably lead to a revision of forms of articles of association in order to make the provisions as to the right of voting by proxy more precise. His lordship apprehended that the primary meaning of the word "proxy" was a person who was properly appointed to act for another. The word attorney was not used, probably because an attorney was generally appointed by an instrument under seal. A proxy, however, was an attorney or agent appointed *ad hoc*. That was the meaning attached to the word throughout these particular articles of association. But in common parlance the word had two secondary meanings—(1) the instrument appointing a proxy was sometimes itself called "a proxy"; and, (2) as in these voting papers, it was used for

the persons who appointed the agent to vote for them. This pointed to the need of some revision of the articles of association in order to avoid confusion. As was pointed out in *Buckley on Companies*, there was no right at common law for a shareholder to vote by proxy, and consequently the right was regulated by the contract contained in the articles of association. Here the contract did not provide that the proxy, or the person appointed to act, should do anything except lodge the instrument of appointment as mentioned above. Therefore, the plaintiff was entitled to vote in respect of those proxies which had been proved to have been duly deposited. It was the practice of the company to make the voters place their voting papers in a ballot box. The plaintiff could not put the papers themselves into the box, for they were deposited with the company and he had not got them. Leaving out the words "and proxies," it was clear that the plaintiff had voted for himself. And if it was good as respected himself, why was it not also good for those persons whom he represented? His intention was clear. There was really no substance in the defendant's case at all, and his lordship consequently granted the relief sought.—COUNSEL, Warrington, K.C., and Ward Colbridge; P. O. Lawrence, K.C., and A. J. Ashton. SOLICITORS, Maddisons; Edwin Andrew.

[Reported by H. CLAUGHTON SCOTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

MASKELYNE & COOK v. SMITH, PALMER AND OTHERS (Claimants). Div. Court. 8th April.

FRAUDULENT CONVEYANCE—PROTECTION OF CREDITORS—PREFERENCE OF CREDITORS—BONA FIDE OMISSION OF A CREDITOR'S NAME FROM DEED OF ARRANGEMENT—VALIDITY—13 ELIZ. C. 5—DEEDS OF ARRANGEMENT ACT, 1887, s. 6.

Appeal by the claimant Palmer against a judgment entered for Messrs. Maskelyne & Cook, the execution creditors, by the deputy-judge of the Westminster County Court. The question for decision arose out of the seizure by the respondents of goods to which Palmer made claim under a deed of arrangement made by Smith, the execution debtor, in May, 1900. The judge held the deed void (1) under 13 Eliz. c. 5 as tending to delay creditors, and (2) under the Deeds of Arrangement Act of 1887 for want of proper registration. The evidence was that Smith and certain other persons had guaranteed the cost of an entertainment which Maskelyne & Cook had given in May, 1900. At that time Smith, being in debt, executed a deed assigning all his real and personal estate to Palmer as trustee to secure a composition of 20s. in the £ payable by monthly instalments. He did not give the name of the respondents among his creditors, and the deed was registered without their name appearing in the schedule to the affidavit filed on the registration of the deed. In April, 1901, Maskelyne & Cook applied to Smith for their fee of twelve guineas, and having issued a writ and obtained judgment, they levied execution. The judge found that Smith thought that the respondents were not business creditors, and that he acted honestly in executing the deed, but that he did not intend the respondents to stand on the same footing as other creditors.

THE COURT allowed the appeal.

LORD ALVERSTONE, C.J., said the deputy-judge had found that Smith did not intend to include Maskelyne & Cook in the benefits of the deed, and therefore that the deed was void under 13 Eliz. c. 5. But to hold so would be contrary to *Alton v. Harrison* (L. R. 4 Ch. App. 622). He also held that the deed was void because the name of Maskelyne & Cook was omitted from the affidavit, but *Re Batton* (22 Q. B. D., at p. 699) supported the appellants' contention that there was nothing in the statute to show that an honest omission from the list of creditors of a name rendered the registration invalid. On the assumption of *bona fides*, what was meant by the statute was that there should be a statement of the creditors who were to come within the deed. Therefore the intentional omission of a name did not make the deed void.

DARLING and CHANNELL, JJ., concurred. Leave to appeal given.—COUNSEL, Herbert Reed, K.C., and Pritchett; Macaskie, K.C., and Thorn-Drury. SOLICITORS, Wood & Co.; Seal & Edgelow.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

THE KING v. JUSTICES OF WARWICKSHIRE. Div. Court. 26th March.

JUSTICES—COSTS OF APPEAL FROM DECISION OF LICENSING JUSTICES TO QUARTER SESSIONS—SUMMARY JURISDICTION ACT, 1845, s. 31—"PLACE"—COSTS, WHETHER PAYABLE OUT OF BOROUGH OR COUNTY FUNDS.

This was a rule nisi for a *certiorari* to bring up and quash an order of the Warwickshire Quarter Sessions that the treasurer for the city of Coventry should pay to the justices for the city the costs of a successful appeal to quarter sessions against the refusal of the justices of the city of Coventry to renew a licence for the New Inn in that city. By the Licensing Act, 1828, it is provided in section 29 that when the judgment of licensing justices was reversed on appeal, the court of quarter sessions could order the treasurer of the county or place in which such justices had jurisdiction to pay them their costs, and by section 37 "county or place" was to include "town corporate." Coventry has no separate quarter sessions, but it has a separate commission of the peace, and it was made a county borough by the Local Government Act, 1888. Formerly Coventry was a county of a city and had a separate court of quarter sessions, but by 5 & 6 Vict. c. 110, s. 1, it was annexed to the county of Warwick with a saving for a separate commission of the peace. Under an order of the Local Government Act Commissioners, made in 1892, as to financial adjustments, the city pays half-yearly to the Warwick-

shire County Council a fixed sum towards the expenses of the county incurred in part on behalf of the city, including the expenses of quarter sessions. Under a permanent arrangement, subject to revision as to amount every five years, the fines received in respect of summary convictions by the city justices are paid to the borough fund, and an agreed sum in satisfaction is paid half-yearly by the city to the county council. The rule was moved on the ground that the justices had jurisdiction to make an order for the payment of costs by the treasurer of the county of Warwick only, and not by the treasurer of the city of Coventry, and *Reg. v. Justices of the West Riding* (1901, 1 Q. B. 291) was relied on in support of the proposition that "place" in the Act of 1828 meant a place having a separate court of quarter sessions. *Civ. adv. coll.*

CHANNELL, J., read the judgment of the court. There had been a series of cases shewing that "place" meant a place having a separate court of quarter sessions. Before the Municipal Corporations Act, 1835, the question whether county justices had jurisdiction within a borough depended on whether there was a non-intromittent clause in the borough charter. By that Act the grant of quarter sessions had a similar effect, and in particular the county justices could not rate the parishes in the borough to the county rate. So in Acts in which such an expression as "county or place for which justices acted" was used for the purpose of declaring to what fund fines should be paid or from what fund costs should be paid, it had been uniformly held that "place" meant a place which had a separate quarter sessions. The only question, therefore, to be considered, apart from the Act of 1888, was whether 5 & 6 Vict. c. 110 had placed Coventry in a different position from any other non-quarter sessions borough. They thought it clear that it did not, for the city was expressly made subject to the county jurisdiction as regards county rates. The order of quarter sessions was, therefore, wrong, and the rule must be made absolute. Rule made absolute but without costs. Leave to appeal granted.—COUNSEL, *Roskill*; *Low*. SOLICITORS, *Crowders, Vizard, & Oltham*; *Field, Roscoe, & Co.*

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

MONTGOMERY & CO. v. THE INDEMNITY MUTUAL MARINE INSURANCE CO. (LIM.). No. 2. 13th, 14th, and 25th March.

MARINE INSURANCE—GENERAL AVERAGE SACRIFICE—JOINT OWNERSHIP OF SHIP AND CARGO—LIABILITY OF UNDERWRITERS.

This was an appeal from a judgment of Mathew, J., sitting in the Commercial Court without a jury (reported 49 W. R. 221; 1901, 1 K. B. 147). The defendants had subscribed a policy of marine insurance of the usual character on a cargo of nitrate on board the ship *Airie*, and the plaintiffs were the owners both of the ship and of the cargo. During a voyage from South America to Shields the vessel encountered very bad weather, and the master had the ship's mainmast cut away for the safety of the whole adventure. The plaintiffs having brought this action under the policy to recover a general average loss incurred by the cutting away of the mast and rigging, Mathew, J., held (not following the judgment of Barnes, J., in *The Brigella*, 1893, P. 189) that they were entitled to recover notwithstanding that they were the owners both of ship and cargo, so that as between those interests there was in fact no contribution to general average. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., read the judgment of the court as follows: This case raises a question of great importance, and we have to decide whether we agree with the view of Mathew, J., that a general average act is not affected by the consideration whether there will be a contribution or not, or with the contrary view expressed by Barnes, J., in *The Brigella*. We entirely agree with the view of Mathew, J. Barnes, J., seems to be of opinion that there cannot be a general average act, or loss, without contribution, contribution being of the essence of the law of general average; that there cannot be contribution without diversity of interests, and that the law of contribution cannot be applied in cases where ship, cargo, and freight belong to one adventurer only, since contribution belongs to the adventurer who has an interest at risk against one whose goods have been saved by the general average act, and an adventurer cannot sue himself in respect of the salvage of one part of his property by the sacrifice of another. It is further said that the insurance of the ship, freight, and cargo with different underwriters makes no difference, as the underwriters have only a subrogated right enforceable in the name of the owner of the sacrificed property against the same person as the owner of the property saved. We think that it is not only danger to the ship, freight, or cargo which necessitates and justifies a sacrifice, but that it may be done in fear of death, to avert perils of the sea, and independently of the question of contribution. As to the question whether the underwriter on a policy or cargo is liable to pay to the owner of ship and cargo the contribution which the cargo owner, if he had been a different person, would have had to pay to the shipowner in respect of general average loss, we think his liability is to pay the loss of the shipowner by reason of the deduction made by the underwriters of the ship in respect of the shipowner's contribution as the owner of the cargo. With regard to the underwriter's right to deduct the contribution due from ship or cargo, as the case may be, where the assured is owner of both, we approve of the statement of Shaw, C.J., in *Greeley v. Tremont Insurance Co.* (9 Cushing, 415, 419), that the owner of the cargo, being bound to contribute, is *pro tanto* indemnified, and cannot recover from the under-

writers a sum to be recovered back by them. This view seems to obviate the difficulties arising from the fact that a man cannot sue himself, and from the legal proposition that the underwriters must sue in the name of the assured, and there is nothing in it contrary to English authority, though no English case expressly decides the point. But there are a dictum of Lord Campbell in *Moran v. Jones* (5 W. R. 503, 7 E. & B. 523) and an opinion of Blackburn, J., in *Oppenheim v. Fry* (11 W. R. 725, 3 B. & S. 873) in support of it, and American authority is also strongly in its favour, and the whole question is well discussed by Story, C.J., in *Potter v. Ocean Insurance Co.* (3 Sumner, 27, 39). We think, further, that the underwriters have throughout the adventure such inchoate property and liability to loss as to make it right that their right to contribution and their loss should be taken into consideration in the final account; and I may add that our view of the law agrees with the practice of average staters and underwriters, both before and since the decision in *The Brigella*, and this practice is really essential in applying the law of general average to present day conditions of navigation.—COUNSEL, *Scrutton, K.O.*, and *Loehnis*; *Carver, K.C.*, and *J. A. Hamilton, K.C.* SOLICITORS, *W. A. Crump & Son*; *Watsons, Johnson, Bubb, & Wharton*.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re K. & W. (Solicitors). Byrne, J. 15th and 19th March.

PRACTICE—TAXATION—EXECUTORS—PROBATE DUTY—ESTATE DUTY—DISBURSEMENT—CASH ITEM—COSTS.

There were in this case two summonses, one taken out by the solicitors for a review of the taxation of a bill of costs, and the other by the respondents to the first summons for the payment by the said solicitors of a sum disallowed on taxation and the costs in the application for taxation, which had been reserved, and of the present summons. The part of the summons relating to the payment of the sum disallowed was not persisted in, it being understood that the amount had to be paid by the solicitors. The solicitors, on the instructions of the executor of a Mrs. Ross, who died in 1899, took out probate to her will and realized her estate. A bill of costs amounting to £218 5s. 9d. was delivered to her executors and paid by them. The bill contained an item of £101 1s. 5d. for probate duty. The representatives of the *cestui que trust* under the will applied to tax the bill, and the master disallowed the last-mentioned item on the ground that estate duty and not probate duty was here payable, and that the amount ought to have been treated as a cash item and not inserted in the bill. He also disallowed a further sum amounting to more than one-sixth of the reduced bill. This sum, as mentioned, was understood to have been paid.

BYRNE, J., held that he must allow the first summons. The point was covered by in *Re Lamb* (23 Q. B. D. 5) unless it could be shewn that estate duty stood on a different footing from probate duty. Estate duty was a duty exactly like the old Probate duty. As to the second summons, his lordship stated that he had inquired, and found that there was no general rule that costs followed the result of taxation; but under the circumstances of the case, the costs of the application for taxation and of the second summons must be paid to the solicitors by the representatives of the *cestui que trust* under Mrs. Ross's will.—COUNSEL, *Norton, K.C.*, and *Poley*; *Levitt, K.C.*, and *Hon. T. H. Watson*. SOLICITORS, *Kingdon, Wilson, & Webb*; *Collyer-Bristow*.

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

LAW SOCIETIES.

ASSOCIATIONS OF LEGAL ASSISTANTS.

The following is a copy of a joint letter which is being sent out to a number of large centres with the hope of other associations being formed:

6, Commerce-chambers, 15, Lord-street,
Liverpool, 10th April, 1902.

DEAR SIR,—As you are probably aware, Associations of Legal Assistants have been formed in Liverpool, Sheffield, Bradford, Bristol, and York, and in the hope that you might be disposed to take the matter up with a view to a similar association being formed in your district, we send herewith, for your perusal, print of the rules and first annual report of the Liverpool Association.

You will see from a reference to the rules what the objects of the association are, and we venture to think that they are such as should commend themselves to all legal assistants.

We may say that steps are now being taken to form an association in Manchester, and it is felt that if associations were formed in other large centres a federation of all local associations could then be arranged.—Awaiting an early reply, we are, yours faithfully,

D. R. MIDDLETON, Hon. Secretary of the Liverpool and District Association.

W. H. WILKINSON, Hon. Secretary of the Sheffield and District Association, 5, Butte-street, Crooks, Sheffield.

FRANK COLES, Hon. Secretary of the Bristol and District Association, National Provincial Bank Chambers, 31A, Corn-street, Bristol.

W. G. DARBY, Hon. Secretary of the Bradford and District Association, Tanfield Buildings, Bradford.

A. EVANS, Hon. Secretary of the York Association, The Red House, Duncombe-place, York.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institute, Chancery-lane, London, on Wednesday the 9th inst. Mr. Robert Cunliffe in the chair. The other directors present being: Messrs. H. Morten Cotton, G. R. Dod, J. Roger B. Gregory, Samuel Harris (Leicester), Sir George H. Lewis, Messrs. W. Arthur Sharpe, Frank W. Stone (Tunbridge Wells) and J. T. Scott (secretary). A sum of £450 was distributed in grants of relief, and other general business was transacted.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 8.—Chairman, Mr. H. G. Barrett.—The subject for debate was: "That the case of *The Winkfield* (1902, p. 42) was wrongly decided." Mr. R. P. Croom-Johnson opened in the affirmative, Mr. R. Jillings seconded in the affirmative; Mr. J. W. F. Beaumont opened in the negative, Mr. C. F. Clifton seconded in the negative. The following members also spoke: Messrs. Hogan, Dorté, Gibb, Seaton, Mitchell, Rendell, Eales, and Leggatt. The opener having replied, the chairman summed up, and on the votes being taken the motion was lost by two votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—April 8.—Mr. Ion Atkins presiding, when a debate took place on the following moot point: "Was the case of *Claridge v. South Staffordshire Tramway Co.* (1892, 1 Q. B. 422) rightly decided?" The speakers in the affirmative were Messrs. L. A. Smeth, E. Woodward, and T. H. Cleaver; and in the negative Messrs. T. Oliver Lee, B. E. Crump, J. E. Hall-Wright, S. J. Grey, and E. A. B. Cox. After the openers on either side had replied, the chairman summed up, and the question being put to the meeting resulted in favour of the negative by a majority of eight. A hearty vote of thanks to the chairman brought the meeting to a close.

THE REFORM OF LEGAL PROCEDURE.

A MEETING of the members of the Solicitors' Managing Clerks' Association was held on Monday in the Old Dining Hall, Lincoln's-inn, Mr. Hobbs, the president, taking the chair. Master Burney, Mr. Stringer (of the Central Office), and Mr. Herbert Smith were present.

The President explained that the meeting was called for the purpose of discussing the suggestions offered by Mr. Herbert Smith in a lecture recently delivered before the association on the subject of "The Need for Reform in the High Court," and of receiving suggestions with regard thereto.

MR. STOKES, MR. ANDREWS, MR. KEMP, MR. WATTS, MR. TUNSTALL and MR. KELLEHER, members of the association, having expressed their views, Mr. STRINGER said he spoke with much diffidence to a body who, he knew, were better acquainted with the ins and outs of practice and procedure than any other class of persons. He would tell them exactly the course of thought which had passed through his mind after hearing the lecture in question and the discussion which had followed it. One of Mr. Herbert Smith's suggestions had struck him very strongly, and that was that the association should make suggestions for the reconstruction or reform of procedure. Reconstruction of procedure as a whole was a gigantic question, but he had thought it a practical suggestion that this association should propose remedies for the defects of procedure which were apparent. There were other societies. There was the Bar Council and the Incorporated Law Society, but if they were to make suggestions for the reconstruction of the practice, everybody acquainted with the subject would know that they would speak with a comparatively indifferent knowledge of its details as compared with a body of men who had every day of their lives to work under rules of court and under practice regulations which were not written, and who were always thinking their way through the labyrinth of difficulties which confronted every man who had to go through the present complicated procedure. Therefore he believed that if they were to advance publicly some really practicable suggestions, within reasonable limits, not to abolish the Judicature Act, as one speaker had wished, and not to do away with the circuit system, as another had advocated, they would have very great weight. The circuit system was political. It existed in consequence of politics. The voters in those counties from which the circuit system was taken away, even if they had only one case in five years, would vote against the Government who took it away, and therefore the Lord Chancellor would fight shy of any such suggestion. Let them leave the matter to the advance of civilization and deal with more practical things. He had imagined that he might perhaps be able to assist them in the matter; in fact, a member of the association had asked him whether he would bring forward proposals which might assist them if they decided to make suggestions. He hoped they would, because he thought they would speak with an authority such as no other body would possess; and that whatever they said would have very great weight. It would come with enormous force if the association were to put it forward in a public manner; not in such a private manner that it might fall into a pigeon-hole and be forgotten. He had set down on paper the suggestions he would propose to the association, supposing he were a member of it, in order that he might give them in the most condensed form, and he thought he could not do better than read what he had written. As to the suggestions on procedure, some of them, it would be seen, were very modest and some of them were perhaps rather sweeping.

He was imagining himself as a member of the association proposing certain things to be put forward by the association as a public body interested in the law. The first step, it seemed to him, was to find out what actually becomes of actions commenced in one year. He had confined himself to the King's Bench Division because it was there that improvement was more urgently needed and actions were massed in huge numbers. He had taken his figures from the Judicial Statistics 1901, and had assumed that actions which passed over from one year to the next were replaced by actions which were taken over from the preceding year, and that the numbers were approximately the same. In the Queen's Bench Division in 1900, the number of writs issued was 68,000; the number of actions in which no appearance was entered was 43,000, leaving a balance of 25,000. Included in the 43,000 were 19,500 judgments in default of appearance. In the 25,000 there were judgments in default of defence 1,000, and judgments under order 14, 7,000, making 8,000, and leaving a balance of 17,000 to be accounted for. From these were to be deducted judgments on orders to stay, &c., 900, and actions dismissed, compromised, or settled after appearance and before entry for trial 11,000, making 11,900, and leaving a balance of 5,100. These were disposed of as follows: actions remitted to county court, 1,700; judgments after trial, 2,100; actions entered for trial and withdrawn, 1,300. The conclusions arrived at were—(1) That the area of possible reform was mainly under the head of "judgments on orders to stay, &c." and "actions dismissed, compromised, or settled after appearance and before entry for trial," and also under "actions remitted to county court," "judgments after trial," and "actions entered for trial and withdrawn." And (2) That the principal need was the improvement of the machinery. The suggestions he had committed to writing were as follows: (1) The Rules of the Supreme Court require revision. As they stand at present they contain conflicting provisions and obsolete rules, notably in the following instances: (a) The overriding provisions of order 30 (summons for directions) are in conflict with the rules as to pleadings; with those as to default of pleading; with those as to the place and mode of trial; and with many rules which prescribe how and when interlocutory applications are to be made. (b) The rules as to discovery by interrogatories have not been revised so as to accord with the rule requiring interrogatories to be submitted to and approved by a master before being allowed. (2) In revising the existing code of rules it would be an advantage if the following improvements in procedure were introduced: (a) Service out of the jurisdiction should be extended to originating summonses, petitions, and orders. This improvement was once made by the Rule Committee, but was withdrawn in consequence of some objection from Scotland, which objection was acceded to without regard to the fact that under the law of Scotland the Scotch court allows service of summonses in England, or that under the Irish Rules service of process other than writs of summons is allowed in Scotland, as well as in England, and no objection has ever been made nor have any ill effects resulted (see 41 SOLICITORS' JOURNAL, 183, 218, 268); or that independently of Scotland it is a matter of serious importance to litigants that they should be enabled to serve such proceedings, or notice thereof, in Ireland, the colonies and foreign countries. (b) The rules as to the issue of concurrent writs of summons should be extended to originating summonses. (c) The rule (ord. 3, r. 7) as to indorsing "four-day costs" on writs claiming liquidated demand only, should be extended to writs claiming possession of land, where a sum for rent not less than £20 is also claimed; and if the suggestion contained in (c) below should be adopted, such indorsement for costs should also be prescribed if the defendant within four days returns the chattel claimed and the plaintiff accepts such return as a satisfaction of the claim. (d) The practice of requiring the re-issue and re-service of writs of subpoena when, after they have been issued, the action is not reached in the sittings for which they were issued, should be discontinued. Also, such subpoenas should be available without reserve, but with service of a fresh notice to attend, when the action is referred for trial before a referee or referred to an arbitrator. (e) Ord. 3, r. 6 (special indorsement), should be extended so as to include actions for return of chattels or their value under hire-purchase agreements, and where any judgment is entered for recovery of possession of a chattel, a writ of delivery should issue without leave as in the case of *fieri facias* or *elegit*. (f) The time fixtures in the rules should be rearranged on some more intelligible system. They are necessarily very numerous, and they are at present extremely confusing by reason of their having been prescribed without any regard to any system of computation. The general rule of computation is that fixtures of time are to be computed exclusive of the day the order is made or service effected, and inclusive of the day on which the act is to be done, or until which the protection is afforded. But the rules themselves constantly transgress this rule by the use of phrases such as "clear days," and "inclusive," and "at least," and other ambiguous terms which have a confusing effect. Thus the writ of summons and originating summons ostensibly allow 8 days for appearance; but by the addition of the words "inclusive of the day of service" this time is in effect 7 days, according to the above general rule of computation. The rules prescribe times for appearance to other kinds of process as 8 days, obviously with the intention of adopting the same time as that contained in the writ; but as these rules have to be read in the light of the general rule of computation, the times so fixed are not the same as the writ, but are one day more. The general rule of computation should be of universal application, and all qualifying expressions should be omitted. It would, in my opinion, be desirable that all time fixtures above 4 days and up to 30 should be stated in numbers of days only, and should be 5 or multiples of 5. (g) The system of drawing up orders, both in the Chancery Division and King's Bench Division, requires to be dealt with. In the

Chancery Division regulations are much needed to establish a more expeditious system of passing and entering judgments and orders. In the King's Bench Division there is a lack of system with respect to drawing up orders made in chambers. The present plan is for the judge or master to indorse the summons and hand it out to the party in whose favour the order is made. The party is supposed to take it to the Summons and Order Department and draw it up. As a matter of fact he does, or does not, do this, according as it may suit his purpose. Many orders give rights to both parties, and where the party to whom it is handed is interested in delay, he may prevent the other party from having the benefit of the portion which is in his favour. His only remedy is the expensive and circuitous one of applying for a mandatory order on the opposite party's solicitor to produce the summons and draw up the order. In the meantime the defendant may have become bankrupt or sold his goods and absconded. The practice is also the occasion of much inconvenience when the party against whom the order is made desires to appeal, and the party in whose favour it is made seeks to delay the appeal by refusing to draw up the order. The proper remedy, I venture to suggest, is one of extreme simplicity, namely: When the judge or master makes the order, he should indorse the summons, and, instead of giving it to either party, should retain it; and at intervals during the day such summonses should be taken by the official messenger to the Summons and Order Department. And, further, a new rule should be made to the effect that where the party in whose favour an order is made in the chambers of the King's Bench Division fails to apply within two days at the Summons and Order Department for the purpose of drawing up the same, the opposite party shall be entitled to draw up the order, and shall be allowed the costs of doing so. (3) The system at present in force of remitting the residue of an action, or the whole of it, to a county court in proceedings under order 14 inflicts great injustice on litigants. According to the Judicial Statistics for 1901, out of 1,641 actions remitted in one year, 1,006 terminated in judgment for the plaintiff, and only 93 for the defendant, the rest being settled or struck out. Great injustice is inflicted on a plaintiff suing in the High Court under order 14, who, by having his action remitted, loses the benefit of the proviso in section 116 of the County Courts Act, 1888, to which his ultimate success in the county court does not entitle him, though it shows that he ought in justice to have obtained it. The above figures will show that the only effect of remission in nine cases out of ten is to keep the plaintiff out of his judgment for about six weeks longer and deprive him of the Supreme Court costs which the statute gives him. I suggest that no action, or residue of an action, ought to be remitted under order 14, but that all such actions should, in lieu of remission, be tried before one of the King's Bench masters of the Supreme Court, who for that purpose should be invested with the same jurisdiction as a county court judge, and that the rights of audience should be the same. (4) I would suggest further that in all of the cases where remission to a county court is applied for, the master should have alternative jurisdiction to direct the trial of the action before himself or another master. And that it would be a great improvement in the machinery of the High Court if a King's Bench masters' court were to be established to sit continuously, with jurisdiction to try actions brought in the High Court where the claim does not exceed £50 (contract) or £20 (tort). The rules as to rights of audience and juries should be the same as in a county court. Within such limits such courts should try actions inserted in the Special List under order 14, and such other actions as the Lord Chief Justice should by order from time to time direct, subject to power to transfer to the judge's lists any action which it was considered desirable should be heard by a judge. Every King's Bench master should be qualified to sit in such court and appeal from the master in court should lie to a Divisional Court, and should be final, except by leave. It appears to me that if this suggestion were adopted, the court lists would be relieved of a number of cases of comparatively minor importance, and that the present congested state of the lists would not only be remedied, but could be brought permanently under control, and the judges left free for the trial of the more important actions. (6) I suggest further that the existing code of rules is unnecessarily complicated by the fact that the various orders contain rules of two distinct types—namely, those in which the principles of procedure are embodied, and those which are mere practical directions for giving effect to those principles. I venture to suggest that the code would be much simplified if the practical directions were kept distinct from rules embodying principle, and a different machinery were created for altering, or adding to them, from time to time. The rules of practical direction stand in constant need of revision and adaptation to changing modern requirements. They affect the daily work of masters, registrars, and other officials, and of solicitors and their managing clerks. Their defects, and the possibilities which from time to time present themselves for their simplification or improvement, can only be well known to those who have to work with them daily, and it would be an advantage if the Rule Committee could see fit to create a body subordinate to itself to whom it could delegate the duty of making changes in the rules of practical direction, and for such purpose to separate such rules from the rules embodying principle. It is suggested that new or amended rules of practical direction should, as in the case of county court rules, be issued only with the sanction and approval of the Rule Committee. (7) It is suggested, further, that the Long Vacation should be shortened and its commencement altered. In my opinion it would be beneficial to suitors and to both branches of the profession if the Long Vacation were to commence on the 1st of August and terminate on the 30th of September, and that Michaelmas sittings should commence on the 1st of October and terminate on the 18th of December instead of the 21st, as at present. The apparent effect of this change would be to shorten the Long Vacation by eleven days only. But inasmuch as the portion of Trinity sittings between the

1st and 12th of August invariably shows a considerable diminution in the number of courts sitting, the actual result to the public from merging this period in the Long Vacation, and adding it to the Michaelmas sittings, together with the suggested slight shortening of the Long Vacation, would be the increasing the period of the sittings of the courts during the legal year by three weeks. This additional three weeks of sittings by the twenty judges of the Chancery and King's Bench Divisions would represent the equivalent of sixty weeks of sittings by a single judge. The average sittings of a judge are less than thirty weeks in the year. Therefore this gain of three weeks' increase of the sittings of all the courts would be equivalent to at least two additional judges. (8) With a view to the further reduction of the arrears of court work I would suggest that wherever, in the King's Bench Division, jurisdiction is exercised by a Divisional Court, which is the same, or analogous to, jurisdiction which in the Chancery Division is exercised by a single judge sitting in court, such jurisdiction should also be exercised by a single judge of the King's Bench Division sitting in court, instead of by two, or three, judges sitting together as a Divisional Court. (9) The above arrangements would probably bring more than sufficient accession of judicial strength to the King's Bench and Chancery Divisions, and I would further venture to suggest that one of the judges of the Chancery Division and one of the King's Bench Division should be appointed by the Lord Chancellor to act, and be given jurisdiction to act, when required, as an extra judge of the Court of Appeal. And with this additional available strength a third division of the Court of Appeal should be formed, presided over by the Lord Chief Justice, or in his absence by the President of the Probate, Divorce, and Admiralty Division, both of whom should, when available, sit in such court, together with one of the extra judges mentioned above, as the proper authority should from time to time direct. The Lords Justices of Appeal have already authority to sit as judges of the High Court, and it appears to me that in view of the fact that the Court of Appeal, as well as the High Court, has increasing arrears of cases on its list, the above reciprocal arrangement for coping with such arrears, coupled with the further proposals above made for relieving the time of the judges, would place both the Court of Appeal and the High Court in a position to deal with the work imposed upon them without arrears. That some reform having this purpose in view is urgently required by litigants and both branches of the profession there can be no manner of doubt. Mr. Stringer said that any of these suggestions were at the service of any one or of any body of persons who would like to make use of them. The knowledge he had of the association made him hope that they would be induced to put in some tangible and comprehensive form their opinions as to what should be done to remedy the present machinery of the law. In his opinion it was far more a question of the machinery than of the larger matters of principle.

Master BURNES said the discussion had applied almost exclusively to the King's Bench Division and very little had been said about the division to which he was attached. He did not flatter himself that the reason was that the Chancery Division was so perfect that there were no defects in it, but he thought that a great many of the observations which had been made could not, from its nature, apply to the work in the Chancery Division because the applications with which the Chancery Division had to deal were, speaking generally, of a larger and more complicated character. It would be absolutely impossible, for instance, to limit to any great degree the system of pleadings which now obtained. So far as the Chancery Division was concerned, order 30 was not worked to any great extent. When order 30 first came into operation the directions given in the Chancery Division were these: "If you have a common law action which is brought in the Chancery Division you will try to work the provisions of order 30. If you have a proper Chancery action you cannot do more than direct pleadings in the first instance and let everything else stand over." And that was what they had necessarily found they must do, and they did it every day. Mr. Stringer had told them what was perfectly true, that the question of the circuits was a Parliamentary one. It must not be forgotten also that the question of beginning the Long Vacation on the 1st of August was a Parliamentary one. The Parliamentary barriers could not get away from Parliament on the 1st of August, and so long as that was the case they would naturally do all they could to prevent the courts rising on that date. He himself had suggested years ago that the Long Vacation should begin on the 1st of August and end on the 30th of September. He believed it would be an exceedingly good compromise of a very difficult question. One other subject really concerned the Chancery Division. That was the subject of drawing orders. Of course he was not there to speak for the registrars. He could not agree with the suggestion of Mr. Kelleher that all the orders that were made in chambers could properly be drawn up in chambers. The directions which were given a good many years ago by the judges were that the orders to be drawn up in chambers should be orders limited to procedure, and when the very complicated nature of some of the orders which had to be made was considered, and the fact that many of these orders were orders which affected titles, he thought that it required a knowledge of the precedents which governed the form of these orders which could only be obtained by the training which was acquired in the registrars' office. Therefore, whilst he certainly did think that many orders took far too long to get through, he was not in favour of any large increase in the number of orders which were drawn up in chambers, because it would be necessarily the case that it would be impossible for the masters themselves to give any large amount of time to that part of the work, and the clerks, however efficient they might be—and a more admirable set of men did not exist—had not the knowledge which would enable them satisfactorily to draw up such orders as, for instance, foreclosure orders. There were also other complicated matters, such as orders for sale and so on, which the Chancery officials had to deal

with every day which he thought required the training given by a daily dealing with the precedents of the court.

Mr. HERBERT SMITH thought that Mr. Stringer's suggestion that the rules ought to distinguish between questions of principle and questions of practice the key to the whole difficulty. He quite agreed that on questions of principle a trained scientific mind was required; the best judges should lay down the principles which after all were intended to apply to every complicated state of practice that might arise, but when they came to deal with the actual working of the principles, the best man was the practising man, who could point out the difficulties. The members of the association knew more about practice than judges, solicitors, and barristers combined, and they should make their representations to the proper authorities. He believed that if they pointed out to the judges that injustice was being brought about because of the present cumbrous and antiquated machinery the judges would be most anxious to remedy it. With regard to the Long Vacation they could do practical work by passing the resolution which was almost stereotyped, which had been adopted by the Incorporated Law Society and the Bar Council and by everybody except the judges, that the Long Vacation should begin on the 1st of August and end on the 30th of September. Ultimately the public would ask who was standing in the way of this reform, and would say that the judges were not entitled to have the vacation at the cost of every other section of the public. He quite agreed that they had better leave the circuit system alone. Mr. Stringer had referred to the establishment of a third Court of Appeal. He (Mr. Herbert Smith) thought they had better leave that suggestion alone, because they would be touching the privileges of the judges. Then a member had suggested that commissioners should be appointed to try the list of short causes, but they would never get that reform. There was the greatest hostility on the part of the judges to having commissioners appointed to assist them in the trial of actions on circuit. There were judges on the bench who were exceedingly dissatisfied with the present state of things, and were most anxious to alter them; but there were some judges who would do absolutely nothing. If the association strengthened the hand of the judges who wanted reform, by passing the requisite resolutions, this, together with the action of the Incorporated Law Society and the Bar Council, would bring about the changes which were absolutely necessary.

LEGAL NEWS.

APPOINTMENT.

Mr. GEORGE HERBERT SISNEY, of 11, Serjeant's-inn, E.C., solicitor, and The Manor House, Offord Cluny, Hunts, has been made a Justice of the Peace for that county.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ALFRED POYNTER and ARTHUR THOMAS WHATLEY, solicitors (Street, Poynder, & Whatley), 27, Lincoln's-inn-fields, London. March 31. The said Arthur Thomas Whatley will continue the business at the same address under the same style.

JOHN BRIDSON SEATLE and HENRY STANLEY MORRISON, solicitors (Seale & Morrison), 34A, Sloane-square, London. March 25. In future such business will be carried on by the said Henry Stanley Morrison, at 92, Victoria-street, Westminster, under the same style as heretofore.

JAMES ANSTEE WILD, WILLIAM WILD, and ALGERNON LIONEL COLLINS, solicitors (Wild & Wild), 31, Lawrence-lane, Cheapside, London. March 21. [Gazette, April 4.]

HARRY DOUGLAS BERKELEY and ALFRED HAINES, solicitors (C. R. Berkeley, Son, & Haines), 68, Lincoln's-inn-fields, London. Feb. 25.

FRANCIS COLEMAN EVANS and HIRAM ELLIS, solicitors (Coleman, Evans, & Ellis), 52, Queen Victoria-street, London. March 25.

JOHN WILLIAMS RANDALL and CHARLES ALBERT GOVETT, solicitors (Brundrett, Randall & Govett), 10, King's Bench-walk, Temple, London. March 31. [Gazette, April 8.]

GENERAL.

The American Ambassador to Mexico has, says the *St. James's Gazette*, succeeded in securing the submission to the Hague Tribunal of a dispute between the Catholic Church of California and the Government of Mexico, involving a million dollars. This is the first case to be submitted to the arbitration of the Hague Convention Court.

The following circuits have been settled for the coming autumn assizes—viz., Midland Circuit, the Lord Chief Justice; Oxford Circuit, Mr. Justice Phillimore; South-Eastern Circuit, Mr. Justice Grantham; Western Circuit, Mr. Justice Wright; North-Eastern Circuit, Mr. Justice Kennedy and Mr. Justice Channell; North and South Wales Circuit, Mr. Justice Bucknill; Northern Circuit, Mr. Justice Walton and Mr. Justice Jelf.

A curious custom which obtains in connection with the letting of a piece of land at Bourne known as "The White Bread Meadow" was, says the *Daily Mail*, observed this week. The land was let by auction, and at each bid a boy was started to run to a given public-house, the land being let to the person whose bid had not been challenged when the boy returned. The money—in this case amounting to £5 7s. 6d.—was partly spent in a bread and cheese and onion supper at a public-house, and the remainder in loaves of bread delivered to every house in a certain district of the town.

An esteemed correspondent draws attention to the following singular advertisement which recently appeared in the *Standard*: "To Solicitors.—A Merchant and owner of considerable house property, near celebrated market town, in healthy, picturesque, West Midland County, having a good deal legal work and influence, desires Negotiate with young, energetic, reliable lawyer (with capital preferred), with view arrangement, terms for own work and extensive introduction; two local solicitors recently dead; capital opening; really good income certain; communications treated with greatest privacy.—Address, ———."

The annual general meeting of the bar will be held in the Old-hall, Lincoln's-inn, on Tuesday afternoon next, at 4.15. The annual election of members to fill the vacancies upon the council will be held in the week ending May 10. Every barrister is entitled to vote at the election, and voting papers with instructions to voters will be sent to every barrister whose professional address within the United Kingdom is given in the Law List. Every candidate for election must be proposed in writing, and his proposal form, signed by at least ten barristers, must be sent to the secretary at the offices of the council, 2, Hare-court, Temple, on or before Tuesday, the 22nd inst. Proposal forms may be obtained from the secretary.

There has been an unusual delay in swearing in the new King's Counsel. One day this week, says the *Daily Mail*, Mr. Justice Bigham noticed Mr. Montague Lush, who has just been created a K.C., seated among the junior counsel immediately behind Mr. Danckwerts, K.C. "Have you not been sworn in yet, Mr. Lush?" asked his lordship. "No, my lord," was the reply. "I was wondering why you had taken refuge behind Mr. Danckwerts," continued the judge. "I beg your lordship's pardon?" ejaculated Mr. Danckwerts. "I was only addressing Mr. Lush," replied his lordship. "Oh, I thought you were asking my learned friend, Mr. Lush, whether he had been sworn at yet," returned Mr. Danckwerts amid much laughter.

The Inns of Court, says the *Daily Mail*, are considering how best they may celebrate the Coronation, and already the committee of Gray's-inn has drawn up a programme. It advises that there shall be a grand ball in the hall of the inn, that the gardens shall be illuminated as they were at the time of the Diamond Jubilee, and that a treat shall be given to 3,000 children of the neighbourhood, to be chosen by the various clergymen and ministers who labour in the vicinity of Gray's-inn. It also advises that there shall be a dinner to all the servants of the inn. It is only necessary now for the committee's resolution to be confirmed by the "Fension" of benchers and the inn will at once set about making arrangements. The other inns have not advanced so far as this.

The *City Press* gives the following list of candidates for the post of Town Clerk of the City of London: Mr. A. B. Pilling, town clerk of Devonport; Mr. R. Bacon, town clerk of Oxford; Mr. A. A. Baumann, barrister-at-law; Mr. J. Bell, town clerk of Leicester; Mr. E. R. Donisthorpe, solicitor, 6, Copthall-avenue; Mr. J. H. Ellis, town clerk of Plymouth; Mr. W. Guy Granet, barrister, Northern Circuit; Mr. Chambers Leets, town clerk of Kensington; Mr. P. R. Linthorne, town clerk of Southampton; Mr. F. C. Lloyd, town clerk of Huddersfield; Mr. Duncombe Mann, clerk to the Metropolitan Asylums Board; Mr. E. Maudeley, town clerk of Croydon; Mr. H. W. Michelmores, deputy-clerk to the Devon County Council; Mr. C. F. Monckton, clerk to the City Lieutenancy; Mr. C. B. F. Mount, solicitor, 17, Gracechurch-street; Mr. R. M. Prescott, town clerk of Fulham; Dr. H. Mansfield Robinson, town clerk of Shoreditch; Mr. H. Stewart Sankey, barrister.

The *Times* reprints from its issue of the 7th of April, 1802, an obituary notice of Lord Kenyon in which it is stated that "His lordship possessed an uncommon strength of mind, and an intuitiveness of perception, which enabled him at once to discern the direct path of justice, however attempted to be concealed by legal chicanery, and subtleties of practice. It is to his lordship's exertions this country is indebted for much of that reform which has been introduced into the practice of the law, and particularly with regard to attorneys, whose misconduct never failed to meet his just resentment and indignation. His endeavours on the bench have been uniformly directed to the promotion of every moral and religious duty, to the discouragement of vice, and to the exposure of those false principles of honour, the baneful effects of which his lordship had too often reason to contemplate. His opinions from the bench evidently had a general influence on the manners of society, and it is only to be lamented that he has not lived to do all the good a longer life would have enabled him to have performed."

A petition for divorce on very unusual grounds has, says the *Albany Law Journal*, been filed in the case of *Hedler v. Hedler*. The petition states that "your petitioner shows that his said wife Evelyn, previous to her marriage gave performances in the travelling circus of Barnum & Bailey of the art of charming and hypnotizing venomous snakes. And your petitioner further shows that since the marriage of your petitioner his said wife has continuously kept and maintained an assortment of venomous snakes and reptiles in the house of your petitioner, this being done without the consent and permission of your petitioner. And your petitioner further shows that, on or about the 2nd day of December, 1901, about eleven o'clock p.m., the said Evelyn S. Hedler did retire for the night with your petitioner and that, after having so retired, the said Evelyn did arise, and, going to the receptacle in which were housed the venomous snakes and reptiles, did take therefrom three snakes and came with them unto the couch of your petitioner. And your petitioner further shows that, after having toyed with the snakes some time, one of them did bite your petitioner in the left thigh, causing the same to swell and occasioning your petitioner excruciating pain and necessitating your petitioner's immediate visit to Dr. Victor E. Reilly."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | EMERGENCY ROTA. | APPEAL COURT No. 2. | Mr. Justice KEKEWICH. | Mr. Justice BYRNE. |
|---------------------|-----------------|---------------------|-----------------------|--------------------|
| Monday, April | 14 Mr. Church | Mr. R. Leach | Mr. Carrington | Mr. W. Leach |
| Tuesday | 15 King | Beal | Pugh | Greswell |
| Wednesday | 16 Godfrey | R. Leach | Carrington | W. Leach |
| Thursday | 17 Farmer | Beal | Pugh | Greswell |
| Friday | 18 Greswell | R. Leach | Carrington | W. Leach |
| Saturday | 19 W. Leach | Beal | Pugh | Greswell |

| Date. | Mr. Justice FARWELL. | Mr. Justice BUCKLEY. | Mr. Justice JOYCE. | Mr. Justice SWINFEN EADY. |
|---------------------|----------------------|----------------------|--------------------|---------------------------|
| Monday, April | 14 Mr. Farmer | Mr. King | Mr. Jackson | Mr. Pugh |
| Tuesday | 15 Godfrey | Church | Pemberton | Carrington |
| Wednesday | 16 Farmer | King | Jackson | Beal |
| Thursday | 17 Godfrey | Church | Pemberton | R. Leach |
| Friday | 18 Farmer | King | Jackson | Pemberton |
| Saturday | 19 Godfrey | Church | Pemberton | Jackson |

EASTER SITTINGS, 1902.

COURT OF APPEAL.

APPEAL COURT I.

Final, Interlocutory and New Trial Appeals from the King's Bench Division, Final and Interlocutory Appeals from the Admiralty Division and Cases in re The Workmen's Compensation Act, or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

Final and Interlocutory Appeals from the Chancery Division, the Probate and Divorce Division, Bankruptcy and Lunacy Appeals and appeals from the Lancaster and Durham Palatine Courts, and other Business proposed to be taken in this Court, will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

CHANCERY COURT I.

Mr. Justice KEKEWICH.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Kekewich will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

CHANCERY COURT II.

Mr. Justice BYRNE.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Byrne will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

KING'S BENCH COURT I.

Mr. Justice SWINFEN EADY.

Except when other Business is advertised in the Daily Cause List, Mr. Justice Swinfen Eady will take Actions with Witnesses daily throughout the Sittings to the exclusion of other Business.

LORD CHANCELLOR'S COURT.

Mr. Justice FARWELL.

Tues., April 8. Mts and gen pa
Wednesday 9. General paper
Thursday .. 10. Mts and gen pa
Friday .. 11. Liverpool and Manchester business
Saturday .. 12. Sitting in chambers
Monday .. 13. Sht caus, pets, & gen pa
Tuesday .. 14. General paper
Wednesday .. 15. Mts and gen pa
Thursday .. 16. Sht caus, pets, and gen pa
Friday .. 17. Sitting in chambers
Saturday .. 18. General paper
Monday .. 19. Mts and gen pa
Tuesday .. 20. Sht caus, pets, and gen pa
Wednesday .. 21. General paper
Thursday .. 22. Mts and gen pa
Friday .. 23. Sitting in chambers
Saturday .. 24. Sht caus, pets, and gen pa
Monday .. 25. Sitting in chambers
Tuesday .. 26. Liverpool and Manchester business
Wednesday .. 27. Sht caus, pets, and gen pa
Thursday .. 28. Sht caus, pets, and gen pa
Friday .. 29. Sht caus, pets, and gen pa
Saturday .. 30. Sht caus, pets, and gen pa
Monday .. 31. Sht caus, pets, and gen pa
Tuesday .. 32. Sht caus, pets, and gen pa

Wednesday 14. General paper
Thursday .. 15. Mts and gen pa
Friday .. 16. Remaining mtns
Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk one clear day before the cause is to be put into the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the Paper.

CHANCERY COURT IV.

Mr. Justice BUCKLEY.

Tues., April 8. Mts and non wit list
Wednesday 9. Companies' Acts and non-wit list
Thursday .. 10. Non wit list
Friday .. 11. Mts and non wit list
Saturday .. 12. Sht caus, pets, procedure sums, & non wit list
Monday .. 13. Sitting in chambers
Tuesday .. 14. Companies' Acts and non-wit list
Wednesday 15. Non wit list
Thursday .. 16. Mts and non wit list
Friday .. 17. Sht caus, pets, procedure sums, and non wit list
Saturday .. 18. Sitting in chambers
Monday .. 19. Companies' Acts and non-wit list
Tuesday .. 20. Non wit list
Wednesday 21. Non wit list
Thursday .. 22. Mts and non wit list
Friday .. 23. Sht caus, pets, procedure sums, and non wit list
Saturday .. 24. Sitting in chambers
Monday .. 25. Companies' Acts and non-wit list
Tuesday .. 26. Non wit list
Wednesday 27. Non wit list
Thursday .. 28. Sht caus, pets, procedure sums, and non wit list
Friday .. 29. Mts and non wit list
Saturday .. 30. Sht caus, pets, procedure sums, and non wit list
Monday .. 31. Sitting in chambers
Tuesday .. 32. Companies' Acts and non-wit list
Wednesday 33. Non wit list
Thursday .. 34. Mts and non wit list
Friday .. 35. Sht caus, pets, procedure sums, and non wit list
Saturday .. 36. Sitting in chambers
Monday .. 37. Companies' Acts and non-wit list
Tuesday .. 38. Non wit list
Wednesday 39. Non wit list
Thursday .. 40. Mts and non wit list
Friday .. 41. Sht caus, pets, procedure sums, and non wit list
Saturday .. 42. Sitting in chambers
Monday .. 43. Companies' Acts and non-wit list
Tuesday .. 44. Non wit list
Wednesday 45. Non wit list
Thursday .. 46. Mts and non wit list
Friday .. 47. Sht caus, pets, procedure sums, and non wit list
Saturday .. 48. Sitting in chambers
Monday .. 49. Companies' Acts and non-wit list
Tuesday .. 50. Non wit list
Wednesday 51. Non wit list
Thursday .. 52. Mts and non wit list
Friday .. 53. Sht caus, pets, procedure sums, and non wit list
Saturday .. 54. Sitting in chambers
Monday .. 55. Companies' Acts and non-wit list
Tuesday .. 56. Non wit list
Wednesday 57. Non wit list
Thursday .. 58. Mts and non wit list
Friday .. 59. Sht caus, pets, procedure sums, and non wit list
Saturday .. 60. Sitting in chambers
Monday .. 61. Companies' Acts and non-wit list
Tuesday .. 62. Non wit list
Wednesday 63. Non wit list
Thursday .. 64. Mts and non wit list
Friday .. 65. Sht caus, pets, procedure sums, and non wit list
Saturday .. 66. Sitting in chambers
Monday .. 67. Companies' Acts and non-wit list
Tuesday .. 68. Non wit list
Wednesday 69. Non wit list
Thursday .. 70. Mts and non wit list
Friday .. 71. Sht caus, pets, procedure sums, and non wit list
Saturday .. 72. Sitting in chambers
Monday .. 73. Companies' Acts and non-wit list
Tuesday .. 74. Non wit list
Wednesday 75. Non wit list
Thursday .. 76. Mts and non wit list
Friday .. 77. Sht caus, pets, procedure sums, and non wit list
Saturday .. 78. Sitting in chambers
Monday .. 79. Companies' Acts and non-wit list
Tuesday .. 80. Non wit list
Wednesday 81. Non wit list
Thursday .. 82. Mts and non wit list
Friday .. 83. Sht caus, pets, procedure sums, and non wit list
Saturday .. 84. Sitting in chambers
Monday .. 85. Companies' Acts and non-wit list
Tuesday .. 86. Non wit list
Wednesday 87. Non wit list
Thursday .. 88. Mts and non wit list
Friday .. 89. Sht caus, pets, procedure sums, and non wit list
Saturday .. 90. Sitting in chambers
Monday .. 91. Companies' Acts and non-wit list
Tuesday .. 92. Non wit list
Wednesday 93. Non wit list
Thursday .. 94. Mts and non wit list
Friday .. 95. Sht caus, pets, procedure sums, and non wit list
Saturday .. 96. Sitting in chambers
Monday .. 97. Companies' Acts and non-wit list
Tuesday .. 98. Non wit list
Wednesday 99. Non wit list
Thursday .. 100. Mts and non wit list
Friday .. 101. Sht caus, pets, procedure sums, and non wit list
Saturday .. 102. Sitting in chambers
Monday .. 103. Companies' Acts and non-wit list
Tuesday .. 104. Non wit list
Wednesday 105. Non wit list
Thursday .. 106. Mts and non wit list
Friday .. 107. Sht caus, pets, procedure sums, and non wit list
Saturday .. 108. Sitting in chambers
Monday .. 109. Companies' Acts and non-wit list
Tuesday .. 110. Non wit list
Wednesday 111. Non wit list
Thursday .. 112. Mts and non wit list
Friday .. 113. Sht caus, pets, procedure sums, and non wit list
Saturday .. 114. Sitting in chambers
Monday .. 115. Companies' Acts and non-wit list
Tuesday .. 116. Non wit list
Wednesday 117. Non wit list
Thursday .. 118. Mts and non wit list
Friday .. 119. Sht caus, pets, procedure sums, and non wit list
Saturday .. 120. Sitting in chambers
Monday .. 121. Companies' Acts and non-wit list
Tuesday .. 122. Non wit list
Wednesday 123. Non wit list
Thursday .. 124. Mts and non wit list
Friday .. 125. Sht caus, pets, procedure sums, and non wit list
Saturday .. 126. Sitting in chambers
Monday .. 127. Companies' Acts and non-wit list
Tuesday .. 128. Non wit list
Wednesday 129. Non wit list
Thursday .. 130. Mts and non wit list
Friday .. 131. Sht caus, pets, procedure sums, and non wit list
Saturday .. 132. Sitting in chambers
Monday .. 133. Companies' Acts and non-wit list
Tuesday .. 134. Non wit list
Wednesday 135. Non wit list
Thursday .. 136. Mts and non wit list
Friday .. 137. Sht caus, pets, procedure sums, and non wit list
Saturday .. 138. Sitting in chambers
Monday .. 139. Companies' Acts and non-wit list
Tuesday .. 140. Non wit list
Wednesday 141. Non wit list
Thursday .. 142. Mts and non wit list
Friday .. 143. Sht caus, pets, procedure sums, and non wit list
Saturday .. 144. Sitting in chambers
Monday .. 145. Companies' Acts and non-wit list
Tuesday .. 146. Non wit list
Wednesday 147. Non wit list
Thursday .. 148. Mts and non wit list
Friday .. 149. Sht caus, pets, procedure sums, and non wit list
Saturday .. 150. Sitting in chambers
Monday .. 151. Companies' Acts and non-wit list
Tuesday .. 152. Non wit list
Wednesday 153. Non wit list
Thursday .. 154. Mts and non wit list
Friday .. 155. Sht caus, pets, procedure sums, and non wit list
Saturday .. 156. Sitting in chambers
Monday .. 157. Companies' Acts and non-wit list
Tuesday .. 158. Non wit list
Wednesday 159. Non wit list
Thursday .. 160. Mts and non wit list
Friday .. 161. Sht caus, pets, procedure sums, and non wit list
Saturday .. 162. Sitting in chambers
Monday .. 163. Companies' Acts and non-wit list
Tuesday .. 164. Non wit list
Wednesday 165. Non wit list
Thursday .. 166. Mts and non wit list
Friday .. 167. Sht caus, pets, procedure sums, and non wit list
Saturday .. 168. Sitting in chambers
Monday .. 169. Companies' Acts and non-wit list
Tuesday .. 170. Non wit list
Wednesday 171. Non wit list
Thursday .. 172. Mts and non wit list
Friday .. 173. Sht caus, pets, procedure sums, and non wit list
Saturday .. 174. Sitting in chambers
Monday .. 175. Companies' Acts and non-wit list
Tuesday .. 176. Non wit list
Wednesday 177. Non wit list
Thursday .. 178. Mts and non wit list
Friday .. 179. Sht caus, pets, procedure sums, and non wit list
Saturday .. 180. Sitting in chambers
Monday .. 181. Companies' Acts and non-wit list
Tuesday .. 182. Non wit list
Wednesday 183. Non wit list
Thursday .. 184. Mts and non wit list
Friday .. 185. Sht caus, pets, procedure sums, and non wit list
Saturday .. 186. Sitting in chambers
Monday .. 187. Companies' Acts and non-wit list
Tuesday .. 188. Non wit list
Wednesday 189. Non wit list
Thursday .. 190. Mts and non wit list
Friday .. 191. Sht caus, pets, procedure sums, and non wit list
Saturday .. 192. Sitting in chambers
Monday .. 193. Companies' Acts and non-wit list
Tuesday .. 194. Non wit list
Wednesday 195. Non wit list
Thursday .. 196. Mts and non wit list
Friday .. 197. Sht caus, pets, procedure sums, and non wit list
Saturday .. 198. Sitting in chambers
Monday .. 199. Companies' Acts and non-wit list
Tuesday .. 200. Non wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary Papers, including two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the Cause will not be put in the Paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, these must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

CHANCERY COURT III.
Mr. Justice JOYCE.

Tues., April 8. Mts and non wit list
Wednesday 9. Non wit list
Thursday .. 10. Mts and non wit list
Friday .. 11. Sht caus, pets, procedure sums, and non wit list
Saturday .. 12. Sitting in chambers
Monday .. 13. Non wit list
Tuesday .. 14. Mts and non wit list
Wednesday 15. Sht caus, pets, procedure sums, and non wit list
Thursday .. 16. Non wit list
Friday .. 17. Mts and non wit list
Saturday .. 18. Sht caus, pets, procedure sums, and non wit list
Monday .. 19. Sitting in chambers
Tuesday .. 20. Non wit list
Wednesday 21. Non wit list
Thursday .. 22. Mts and non wit list
Friday .. 23. Sht caus, pets, procedure sums, and non wit list
Saturday .. 24. Sitting in chambers
Monday .. 25. Non wit list
Tuesday .. 26. Mts and non wit list
Wednesday 27. Non wit list
Thursday .. 28. Sht caus, pets, procedure sums, and non wit list
Friday .. 29. Sitting in chambers
Saturday .. 30. Non wit list
Thurs., May 1. Mts and non wit list
Friday .. 2. Sht caus, pets, procedure sums, and non wit list
Saturday .. 3. Sitting in chambers
Monday .. 4. Non wit list
Tuesday .. 5. Mts and non wit list
Wednesday 6. Non wit list
Thursday .. 7. Sht caus, pets, procedure sums, and non wit list
Friday .. 8. Sitting in chambers
Saturday .. 9. Non wit list
Monday .. 10. Mts and non wit list
Tuesday .. 11. Sht caus, pets, procedure sums, and non wit list
Wednesday 12. Sitting in chambers
Thursday .. 13. Non wit list
Friday .. 14. Mts and non wit list
Saturday .. 15. Sht caus, pets, procedure sums, and non wit list
Monday .. 16. Sitting in chambers
Tuesday .. 17. Non wit list
Wednesday 18. Non wit list
Thursday .. 19. Mts and non wit list
Friday .. 20. Sht caus, pets, procedure sums, and non wit list
Saturday .. 21. Sitting in chambers
Monday .. 22. Non wit list
Tuesday .. 23. Mts and non wit list
Wednesday 24. Non wit list
Thursday .. 25. Sht caus, pets, procedure sums, and non wit list
Friday .. 26. Sitting in chambers
Saturday .. 27. Non wit list
Monday .. 28. Mts and non wit list
Tuesday .. 29. Sht caus, pets, procedure sums, and non wit list
Wednesday 30. Sitting in chambers
Thursday .. 31. Non wit list
Friday .. 32. Mts and non wit list
Saturday .. 33. Sht caus, pets, procedure sums, and non wit list
Monday .. 34. Sitting in chambers
Tuesday .. 35. Non wit list
Wednesday 36. Non wit list
Thursday .. 37. Mts and non wit list
Friday .. 38. Sht caus, pets, procedure sums, and non wit list
Saturday .. 39. Sitting in chambers
Monday .. 40. Non wit list
Tuesday .. 41. Mts and non wit list
Wednesday 42. Non wit list
Thursday .. 43. Sht caus, pets, procedure sums, and non wit list
Friday .. 44. Sitting in chambers
Saturday .. 45. Non wit list
Monday .. 46. Mts and non wit list
Tuesday .. 47. Sht caus, pets, procedure sums, and non wit list
Wednesday 48. Sitting in chambers
Thursday .. 49. Non wit list
Friday .. 50. Mts and non wit list
Saturday .. 51. Sht caus, pets, procedure sums, and non wit list
Monday .. 52. Sitting in chambers
Tuesday .. 53. Non wit list
Wednesday 54. Non wit list
Thursday .. 55. Mts and non wit list
Friday .. 56. Sht caus, pets, procedure sums, and non wit list
Saturday .. 57. Sitting in chambers
Monday .. 58. Non wit list
Tuesday .. 59. Mts and non wit list
Wednesday 60. Non wit list
Thursday .. 61. Sht caus, pets, procedure sums, and non wit list
Friday .. 62. Sitting in chambers
Saturday .. 63. Non wit list
Monday .. 64. Mts and non wit list
Tuesday .. 65. Sht caus, pets, procedure sums, and non wit list
Wednesday 66. Sitting in chambers
Thursday .. 67. Non wit list
Friday .. 68. Mts and non wit list
Saturday .. 69. Sht caus, pets, procedure sums, and non wit list
Monday .. 70. Sitting in chambers
Tuesday .. 71. Non wit list
Wednesday 72. Non wit list
Thursday .. 73. Mts and non wit list
Friday .. 74. Sht caus, pets, procedure sums, and non wit list
Saturday .. 75. Sitting in chambers
Monday .. 76. Non wit list
Tuesday .. 77. Mts and non wit list
Wednesday 78. Non wit list
Thursday .. 79. Sht caus, pets, procedure sums, and non wit list
Friday .. 80. Sitting in chambers
Saturday .. 81. Non wit list
Monday .. 82. Mts and non wit list
Tuesday .. 83. Sht caus, pets, procedure sums, and non wit list
Wednesday 84. Sitting in chambers
Thursday .. 85. Non wit list
Friday .. 86. Mts and non wit list
Saturday .. 87. Sht caus, pets, procedure sums, and non wit list
Monday .. 88. Sitting in chambers
Tuesday .. 89. Non wit list
Wednesday 90. Non wit list
Thursday .. 91. Mts and non wit list
Friday .. 92. Sht caus, pets, procedure sums, and non wit list
Saturday .. 93. Sitting in chambers
Monday .. 94. Non wit list
Tuesday .. 95. Mts and non wit list
Wednesday 96. Non wit list
Thursday .. 97. Sht caus, pets, procedure sums, and non wit list
Friday .. 98. Sitting in chambers
Saturday .. 99. Non wit list
Monday .. 100. Mts and non wit list
Tuesday .. 101. Sht caus, pets, procedure sums, and non wit list
Wednesday 102. Sitting in chambers
Thursday .. 103. Non wit list
Friday .. 104. Mts and non wit list
Saturday .. 105. Sht caus, pets, procedure sums, and non wit list
Monday .. 106. Sitting in chambers
Tuesday .. 107. Non wit list
Wednesday 108. Non wit list
Thursday .. 109. Mts and non wit list
Friday .. 110. Sht caus, pets, procedure sums, and non wit list
Saturday .. 111. Sitting in chambers
Monday .. 112. Non wit list
Tuesday .. 113. Mts and non wit list
Wednesday 114. Non wit list
Thursday .. 115. Sht caus, pets, procedure sums, and non wit list
Friday .. 116. Sitting in chambers
Saturday .. 117. Non wit list
Monday .. 118. Mts and non wit list
Tuesday .. 119. Sht caus, pets, procedure sums, and non wit list
Wednesday 120. Sitting in chambers
Thursday .. 121. Non wit list
Friday .. 122. Mts and non wit list
Saturday .. 123. Sht caus, pets, procedure sums, and non wit list
Monday .. 124. Sitting in chambers
Tuesday .. 125. Non wit list
Wednesday 126. Non wit list
Thursday .. 127. Mts and non wit list
Friday .. 128. Sht caus, pets, procedure sums, and non wit list
Saturday .. 129. Sitting in chambers
Monday .. 130. Non wit list
Tuesday .. 131. Mts and non wit list
Wednesday 132. Non wit list
Thursday .. 133. Sht caus, pets, procedure sums, and non wit list
Friday .. 134. Sitting in chambers
Saturday .. 135. Non wit list
Monday .. 136. Mts and non wit list
Tuesday .. 137. Sht caus, pets, procedure sums, and non wit list
Wednesday 138. Sitting in chambers
Thursday .. 139. Non wit list
Friday .. 140. Mts and non wit list
Saturday .. 141. Sht caus, pets, procedure sums, and non wit list
Monday .. 142. Sitting in chambers
Tuesday .. 143. Non wit list
Wednesday 144. Non wit list
Thursday .. 145. Mts and non wit list
Friday .. 146. Sht caus, pets, procedure sums, and non wit list
Saturday .. 147. Sitting in chambers
Monday .. 148. Non wit list
Tuesday .. 149. Mts and non wit list
Wednesday 150. Non wit list
Thursday .. 151. Sht caus, pets, procedure sums, and non wit list
Friday .. 152. Sitting in chambers
Saturday .. 153. Non wit list
Monday .. 154. Mts and non wit list
Tuesday .. 155. Sht caus, pets, procedure sums, and non wit list
Wednesday 156. Sitting in chambers
Thursday .. 157. Non wit list
Friday .. 158. Mts and non wit list
Saturday .. 159. Sht caus, pets, procedure sums, and non wit list
Monday .. 160. Sitting in chambers
Tuesday .. 161. Non wit list
Wednesday 162. Non wit list
Thursday .. 163. Mts and non wit list
Friday .. 164. Sht caus, pets, procedure sums, and non wit list
Saturday .. 165. Sitting in chambers
Monday .. 166. Non wit list
Tuesday .. 167. Mts and non wit list
Wednesday 168. Non wit list
Thursday .. 169. Sht caus, pets, procedure sums, and non wit list
Friday .. 170. Sitting in chambers
Saturday .. 171. Non wit list
Monday .. 172. Mts and non wit list
Tuesday .. 173. Sht caus, pets, procedure sums, and non wit list
Wednesday 174. Sitting in chambers
Thursday .. 175. Non wit list
Friday .. 176. Mts and non wit list
Saturday .. 177. Sht caus, pets, procedure sums, and non wit list
Monday .. 178. Sitting in chambers
Tuesday .. 179. Non wit list
Wednesday 180. Non wit list
Thursday .. 181. Mts and non wit list
Friday .. 182. Sht caus, pets, procedure sums, and non wit list
Saturday .. 183. Sitting in chambers
Monday .. 184. Non wit list
Tuesday .. 185. Mts and non wit list
Wednesday 186. Non wit list
Thursday .. 187. Sht caus, pets, procedure sums, and non wit list
Friday .. 188. Sitting in chambers
Saturday .. 189. Non wit list
Monday .. 190. Mts and non wit list
Tuesday .. 191. Sht caus, pets, procedure sums, and non wit list
Wednesday 192. Sitting in chambers
Thursday .. 193. Non wit list
Friday .. 194. Mts and non wit list
Saturday .. 195. Sht caus, pets, procedure sums, and non wit list
Monday .. 196. Sitting in chambers
Tuesday .. 197. Non wit list
Wednesday 198. Non wit list
Thursday .. 199. Mts and non wit list
Friday .. 200. Sht caus, pets, procedure sums, and non wit list

Friday .. 9. Mts and non wit list
Saturday .. 10. Sht caus, pets, procedure sums, and non wit list
Monday .. 11. Sitting in chambers
Tuesday .. 12. Non wit list
Wednesday 13. Mts and non wit list
Thursday .. 14. Sht caus, pets, procedure sums, and non wit list
Friday .. 15. Non wit list

The witness actions retained by Mr. Justice Joyce will be taken from time to time as the state of the Non-Witness List may permit.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of the minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Master's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

COURT OF APPEAL.

EASTER SITTINGS, 1902.

APPEAL COURT I.—NOTICE.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.—NOTICES.

The Appeals or other Business proposed to be taken in this Court will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

Judgment Reserved.

(General List.)

In re H Holland, junr Gregg v Holland appl of defts The New Industrial Contract Syndicate ld from order of Mr Justice Farwell, dated March 22, 1901 (Heard before Vaughan Williams, Stirling, and Cozens-Hardy, L.J.J.—c a v March 25)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1899.

In re Tiemann's Patent, AD, 1893, No 8736, &c and Patents, Designs, &c Acts appl of petrs Franz, Fritzche & Co from order of Mr Justice Cozens-Hardy, dated Aug 3, 1899 (security ordered March 14, 1900) Aug 30

1900.

Tebb v Cave appl of debt from order of Mr Justice Buckley, dated Feb 15, 1900 (security ordered) April 5

In re The New Zealand Midland Railway Co ld Smith (on behalf, &c) v Lubbock appl of The Industrial and General Trust ld from order of Mr Justice Kekewich, dated April 6, 1900 (s o Trinity Sittings) May 24
Holly v Rumsey Green v Rumsey appl of pltf J C Holly & deft E S Holly from order of Mr Justice Kekewich, dated July 5, 1900 (s o for Judge's Certificate that he does not require any further argument) Aug 16

In re Gore Booth, dec Gore Booth v Gore Booth appl of pltf from order of Mr Justice Kekewich, dated July 27, 1900 (s o by order Feb 28 1901) Nov 1

1901.

In re Bullen Muspratt Williams v Howe appl of deft J N Bullen from order of Mr Justice Cozens-Hardy, dated Jan 17, 1901 Feb 23

In re The Companies Acts 1862 to 1890 and In re The General Investors' Syndicate ld appl of Ellis Parr and ors from order of Mr Justice Cozens-Hardy, for Mr Justice Wright, dated Feb 20, 1901 March 18

The Picture Post Card Co ld v Ross appl of deft from order of Mr Justice Buckley, dated March 20, 1901 (security ordered) April 2

In re The Companies Acts, 1862 to 1893 & In re The Brighton Hotels ld appl of Septimus Parsonage (the petr) from order of Mr Justice Wright, dated March 20, 1901 (produce order) April 3

The Midland Ry Co v Wright appl of pltf from order of Mr Justice Byrne, dated Feb 14, 1901 (s o till legal representative appointed) April 30

The Great Central Ry Co v The North Eastern Ry Co appl of defts from order of Mr Justice Joyce, dated April 23, 1901 May 9

Horne v Jewell appl of deft from order of Mr Justice Farwell, dated May 7, 1901 May 13

In re The Companies Acts, 1862 to 1893, and In re Khoosh ld appl of A W Johnson from order of Mr Justice Wright, dated April 3, 1901 May 14

Hope v Hope appl of plttf in person from order of Mr Justice Cozens-Hardy, dated Feb 21, 1901, and motu for leave to admit fresh evidence (by order) May 20

In re Scholefield Turner v Scholefield appl of D H Hammond & anr from order of Mr Justice Joyce, dated Feb 5, 1901 May 20

Bateman v Faber appl of deft G D Faber from order of Mr Justice Kekewich, dated May 10, 1901 May 22

In re The Trustees, Executors & Securities Inace Corpn ld v Armstrong appl of plttfs from order of Mr Justice Farwell, dated Feb 12, 1901 (produce order) May 22

In re The Companies Acts, 1862 to 1900, and In re The Yorkshire Investment and American Mortgage Co ld appl of R Moore from order of Mr Justice Wright, dated April 26, 1901 May 24

In re Schnadhorst Sandkuhl v Schnadhorst appl of plttfs from order of Mr Justice Joyce, dated May 4, 1901 May 30

Bellerby v Rowland & Marwoods Co ld appl of plttfs from order of Mr Justice Kekewich, dated May 15, 1901 June 1

The Transvaal Exploring Land & Minerals Co ld v The Transvaal Lands Co ld appl of plttfs from order of Mr Justice Kekewich, dated March 19, 1901 June 3

Moffatt & Paige ld v George Gill & Sons ld appl of plttfs from order of Mr Justice Kekewich, dated April 1, 1901 June 12

In re Ward Pollock v Moore appl of deft from order of Mr Justice Joyce, dated March 21, 1901 June 14

In re The Companies Acts, 1862 to 1900, and In re Crichton's Oil Co ld (in voluntary liquidation) appl of David Crichton from order of Mr Justice Wright, dated May 15, 1901 June 15

In re South Eastern Ry, &c, Act, 1862 Bath v Bath appl of John Smith Bath from order of Mr Justice Kekewich, dated Jan 17, 1901 June 19

In re Hawthorne Bligh v Lynch appl of deft A J Maskell from order of Mr Justice Farwell, dated March 16, 1901 June 20

In re Swan Marshall v Hunter appl of deft J W H Swan from order of Mr Justice Buckley, dated Feb 19, 1901 June 27

In re Maddock Llewelyn v Washington appl of defts H Barker, spinster, and ors from order of Mr Justice Kekewich, dated June 5, 1901 July 3

Greet v Ord appl of deft from order of Mr Justice Farwell, dated June 15, 1901 (security ordered) July 11

Savill Bros ld v Bethell appl of deft from order of Mr Justice Buckley, dated April 24, 1901 July 12

In re Irvine & Coles' Contract & V & P Act, 1874 appl of Duncan Irvine from order of Mr Justice Cozens-Hardy, dated July 8, 1901 July 13

Trollope v Gems appl of deft from order of Mr Justice Farwell, dated April 18, 1901 July 18

The Union Lighterage Co ld v London Graving Dock Co ld appl of defts from order of Mr Justice Cozens-Hardy, dated April 26, 1901 July 18

In re Puckett & Smith's Contract & V & P Act, 1874 appl of R C Puckett & anr from order of Mr Justice Kekewich, dated June 29, 1901 July 21

Ashworth v English Card Co appl of plttf from order of Mr Justice Joyce, dated June 22, 1901 July 26

In re Moore Prior v Moore appl of deft S T Moore (infant), by F S Lowhis, guardian ad litem, from order of Mr Justice Joyce, dated March 14, 1901 July 27

In re Whitmore Walters v Harrison appl of deft A S Harrison from order of Mr Justice Byrne, dated July 4, 1901 July 27

Pilkington v Yeakley Vacuum Hammer Co appl of defts from order of Mr Justice Kekewich, dated July 25, 1901 (security ordered) July 29

In the Matter of Thomas Jameson's Letters Patent, No 15,212 of 1894 and in the Matter of Patents, Designs, and Trade-Marks Acts, 1883 appl of petr M A Yeakley from order of Mr Justice Farwell, dated March 1, 1902 March 21, 1902

Bradshaw v Widdington and Widdington v Bradshaw appl of J C Bradshaw and anr from order of Mr Justice Buckley, dated July 6, 1901 July 30

Chiplin v Mussett appl of deft from order of Mr Justice Kekewich, dated July 4, 1901 July 30

British Motor Traction Co ld v Friswell appl of plttfs from order of Mr Justice Farwell, dated July 29, 1901 Aug 2

In re Smith Russell v Smith appl of defts Arthur Smith and anr from order of Mr Justice Byrne, dated July 23, 1901 Aug 2

Dunlop Pneumatic Tyre Co ld v Cresswell appl of plttfs from order of Mr Justice Buckley, dated Aug 6, 1901 Aug 7

Richards de Winton Richards v Evans appl of plttf from order of Mr Justice Kekewich, dated July 4, 1901 Aug 8

Le Mesurier v Le Mesurier appl of deft from order of Mr Justice Kekewich, dated July 17, 1901 Aug 8

The City Estates Co ld v Jaffray In re the City Estates Co ld & Jaffray's Contract appl of defts from order of Mr Justice Kekewich, dated July 17, 1901 Aug 9

The Wath-upon-Deane Urban District Council v Deane Valley Waterworks Co appl of plttfs from order of Mr Justice Cozens-Hardy, dated July 25, 1901 Aug 10

Chaytor v Trotter appl of plttf from order of Mr Justice Kekewich, dated July 7, 1901 Aug 12

Atkins & Applegarth v The Castner Kellner Alkali Co ld appl of plttfs from order of Mr Justice Buckley, dated May 16, 1901 Aug 13

Robinow v The London & Northern Bank ld appl of defts from order of Mr Justice Buckley, dated Aug 7, 1901 Aug 13

Thomas v Thomas appl of plttf from order of Mr Justice Buckley, dated July 1, 1901 (produce order) Aug 13

Rowland v Chapman and other Actions consolidated appl of plttf from order of Mr Justice Buckley, dated July 11, 1901 Aug 14

J Ambler & Sons ld v Mayor, &c, of Bradford appl of plttfs from order

of Mr Justice Joyce, dated Aug 3, 1901 (Interlocutory Appeal No. 3 to come on with this, by order) Aug 16

In re Fish Prestige v Lea appl of deft Jessy Lea from order of Mr Justice Byrne, dated June 6, 1901 Aug 17

Ailalo v Lawrence & Bullen ld appl of defts from order of Mr Justice Joyce, dated July 31, 1901 Aug 20

Lord Hastings v The North Eastern Ry Co appl of defts from order of Mr Justice Byrne, dated Aug 8, 1901 (s o Trinity Sittings) Aug 26

In re Bryce Brown, dec Brown v Gedney appl of defts from order of Mr Justice Kekewich, dated Aug 1, 1901 Aug 29

In re Magdalen College, Oxford The London County Council and The President, &c, of St Mary Magdalen College, Oxford appl of The London County Council from order of Mr Justice Cozens-Hardy, dated Aug 8, 1901 Sept 2

In re Wood Wood v Wood appl of plttf from order of Mr Justice Kekewich, dated Aug 2, 1901 Oct 1

Sproat v Marchese appl of plttf from order of Mr Justice Buckley, dated July 30, 1901 Oct 2

In re The Companies Acts, 1862 to 1893, and In re The Leeds and Hanley Theatres of Varieties ld appl of The Consolidated Exploration Finance Co ld from order of Mr Justice Wright, dated July 31, 1901 Oct 9

In re The Earl of Harroby Earl of Harroby v Ryder appl of deft The Hon A E D Ryder from order of Mr Justice Cozens-Hardy, dated July 11, 1901 Oct 12

The Great Western Ry Co v Talbot appl of plttfs from order of Mr Justice Kekewich, dated June 27, 1901 Oct 15

In re Margeston Margeston v Margeston appl of plttf from order of Mr Justice Byrne, dated July 23, 1901 Oct 17

In re Sutton Lewis v Sutton appl of deft E A V Sutton from order of Mr Justice Buckley, dated July 23, 1901 Oct 21

Fleming v Loe Mackusick v Fleming appl of plttf R T Fleming from order of Mr Justice Cozens-Hardy, dated Aug 6, 1901 (produce order) Oct 22

Holmstead v Cooper appl of plttf from order of Mr Justice Cozens-Hardy, dated July 30, 1901 Oct 31

Byrne v Reid appl of plttf from order of Mr Justice Joyce, dated July 13, 1901 Nov 2

Same v Same appl of deft S C Byrne from order of Mr Justice Joyce, dated July 13, 1901 Nov 2

Barnard Castle Urban District Council v Wilson appl of plttfs from order of Mr Justice Buckley, dated Aug 5, 1901 Nov 5

In re Walker and Oakshott and the V & P Act, 1874 appl of F Walker & anr from order of Mr Justice Kekewich, dated June 20, 1901 (produce order) Nov 13

The National Co for the Distribution of Electricity by Secondary Generators v Gibbs appl of Deft H O Ruelle from order of Mr Justice Cozens-Hardy, dated July 11, 1901 Nov 13

In re Lloyd Lloyd v Lloyd appl of R L Allen and anr from order of Mr Justice Farwell, dated Nov 1, 1901 Nov 15

In re Sutton Lewis v Sutton appl of plttf from order of Mr Justice Buckley, dated July 23, 1901 Nov 18

In re Hotham Hotham v Doughty appl of plttf from order of Mr Justice Cozens-Hardy, dated Nov 2, 1901 November 19

In re Duvall Corbet v Duvall appl of deft A C Duvall from order of Mr Justice Cozens-Hardy, dated October 25, 1901 December 3

In re Hey Perkins v Hey appl of defts G Hey & anr from order of Mr Justice Byrne, dated Oct 25, 1901 December 4

In re The Registered Trade Marks, Nos 915, 916, and 31,837 of Messrs Bass, Ratcliff, & Gretton, ld and Patents, Designs, &c, Acts appl of Bass, Ratcliff, & Gretton from order of Mr Justice Kekewich, dated Nov 28, 1901 December 5

In re The Registered Trade Marks, Nos 2, 27,781, 31,839, 31,840, 43,808, 43,809, and 53,995 of Messrs Bass, Ratcliff, & Gretton, ld, and Patents, &c Acts appl of Bass, Ratcliff, & Gretton, ld, from an order of Mr Justice Kekewich, dated Nov 28, 1901 December 5

In re Lewis Thomas v Hedley Hedley v Thomas appl of M A Hedley & anr from order of Mr Justice Cozens-Hardy, dated Nov 7, 1901 December 6

Byrne v The Millom & Askam Hematite Iron Co ld appl of plttf from order of Mr Justice Kekewich, dated Nov 20, 1901 December 6

In re Martin Martin v Martin appl of deft from Mr Justice Buckley, dated Nov 19, 1901 December 9

Brickwell v Gilbert appl of plttf from order of Mr Justice Kekewich, dated Nov 22, 1901 December 10

Brazier v Glasspool appl of deft from order of Mr Justice Byrne, dated Nov 27, 1901 (produce order) December 10

In re Cabot Briker v Cabot Cabot v Furnes appl of deft F P Cabot from order of Mr Justice Kekewich, dated Dec 4, 1901 (produce order) December 11

In re Ford Ford v Ford appl of plttf & anr from order of Mr Justice Buckley, dated Nov 7, 1901 December 11

Morgan v Pool appl of plttf from order of Mr Justice Byrne, dated Dec 7, 1901 December 14

Harrington v Steel appl of deft from order of Mr Justice Kekewich, dated Dec 12, 1901 December 17

In re Hunt Leppard v Morgan Leppard v Pollard & Settled Land Acts appl of plttfs from order of Mr Justice Farwell, dated Aug 5, 1901 (produce order—security ordered) December 17

Rumney v The Kent Coal, Finance & Development Co ld appl of plttf from order of Mr Justice Byrne, dated Aug 2, 1901 (produce order) December 18

In re The Companies Acts, 1862 to 1890, and In re The Coolgardie Gold

Fields *Id* appl of E J Wickenden from order of Mr Justice Wright, dated Dec 12, 1901 December 20
In re Huxtable Huxtable v Crawford appl of Attorney-General from order of Mr Justice Farwell, dated Nov 22, 1901 December 28
 Bennett v Stone appl of pliff from order of Mr Justice Buckley, dated Nov 13, 1901 December 31

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1899.

Rowlands (applt) v Miller (respt) Crown side appl of respt from judgt of of Justices Lawrance & Channell, dated Feb 17, 1899 (security ordered) March 3

1900.

Short v Foss appl of defts from judgt of Mr Justice Lawrance, dated Oct 28, 1899, without a jury, Middlesex (security ordered) Jan 27
 Kerin (widow) & ors v Weston appl of pliffs from judgt of Mr Justice Phillimore, dated March 16, 1900 (security ordered) June 16
 McGrath v Elder, Dempster & Co appl of pliff from judgt of The Judge of the Court of Passage (Liverpool), dated July 11, 1900 (security ordered) Aug 1
 Cathcart v Jacobs appl of pliff from judgt of Mr Justice Day, dated Dec 17, 1900, without jury, Middlesex (s o until after petition in Lunacy disposed of—by order) Dec 28

1901.

The London County Council v The Urban District Council of Acton appl of deft from judgt of Mr Justice Ridley, dated Dec 14, 1900, without a jury, Middlesex (produce order) March 27
 Moorbey v The Mayor, Aldermen, and Citizens of the City and County of Kingston upon Hull appl of defts from judgt of Mr Justice Lawrance, without a jury, dated April 2, 1901 May 1
 Hainsworth v British Workman's and General Assurance Co *Id* appl of defts from judgt of Mr Justice Kennedy, dated April 18, 1901, and special jury, Leeds May 8
 The Zillah Shipping Co *Id* v The Midland Ry Co (Crown Side) appl of defts from judgt of the Lord Chief Justice & Mr Justice Lawrance, dated April 18, 1901 May 8
In re an Arbitration between Henry Tyrer & Co of the one part and Healer & Co, owners, of the other part appl of Hessler & Co from judgt of Justices Kennedy and Phillimore, dated May 2, 1901 May 20
 Day and anr v Powell and anr appl of pliff from judgt of Mr Justice Channell, dated April 19, 1901, without jury, Middlesex May 21
 Gros and ors v Barnett appl of deft from judgt of Mr Justice Grantham, dated May 22, 1901 May 22
 Rev G N Herbert, applt v J A M Quade (Surveyor of Taxes), respt (Revenue Side) appl of respt from judgt of Justices Kennedy and Phillimore, dated May 9, 1901 part heard (s o for additional facts)
 Gates and ors v Bill appl of deft from judgt of Mr Justice Ridley, dated May 14, 1901, with a jury May 24
 The Caridad Copper Mining Co *Id* v Swallow appl of defts from judgt of Mr Justice Wright, dated May 14, 1901 May 24
In re an Arbitration between the owners of the Steamship Istok and Fred Drughorn appl of deft from judgt of Justices Kennedy and Phillimore, dated May 17, 1901 May 29
 Martingell v Brown appl of pliff from judgt of Justices Ridley and Phillimore, dated May 21, 1901 May 29
 Aktieselskabet Shakespeare v C J Ekman & Co appl of pliff from judgt of Mr Justice Bigham and Commercial Court, dated March 6, 1901 May 30
 Patrick Igoe (appellants) v Thomas Thornhill Shann and ors, Jj of the Peace for the County and City of Manchester (respts) *Crown Side* appl of respts from judgt of the Lord Chief Justice and Mr Justice Lawrance, dated May 7, 1901 May 31
In re an Arbitration The Bwlla & Merthyr Dare Steam Collieries (1891) *Id* v The Pontypridd Waterworks Co appl of defts from judgt of Justices Ridley and Phillimore, dated May 22, 1901 June 5
 The County Council of the Administrative County of Hertford v The Rural District Council of Barnet appl of defts from order of Mr Justice Lawrance, dated May 17, 1901, without a jury, Middlesex June 13
 Lord Portsmouth and anr v The London and South Western Railway Co appl of pliffs from judgt of Mr Justice Darling, dated May 22, 1901, without a jury, Middlesex June 24
 Same v Same appl of defts from judgt of Mr Justice Darling, dated May 22, 1901 June 24
 The Turnchapel Wharves & Warehouses *Id* v Pitts, Son & King *Id* appl of defts from judgt of Mr Justice Grantham, dated June 15, 1901, with a special jury, Middlesex June 25
 John Marshall v The Royal Exchange Assce Corpn appl of pliff from judgt of Justices Ridley and Phillimore, dated May 22, 1901, with special jury, Middlesex June 25
 New River Co v Assessment Committee of Hertford Union and ors (*Crown Side*) appl of respts from judgt of Justices Ridley and Bigham, dated June 11, 1901 June 25
 The Associated Portland Cement Manufacturers (1900) *Id* and ors v Tolhurst appl of pliffs from judgt of Mr Justice Mathew, dated June 12, 1901, without a jury, Middlesex (Commercial List) June 26
 Tolhurst v The Associated Portland Cement Manufacturers (1900) *Id* and ors appl of defts from judgt of Mr Justice Mathew, dated June 12, 1901, without a jury, Middlesex June 26
 B H Abrahams v Bullock appl of pliffs from judgt of Mr Justice Ridley, dated June 6, 1901, without a jury, Middlesex June 26

Gunn v Showell's Brewery Co *Id* and ors appl of defts Showell's Brewery Co *Id* from judgt of Mr Justice Channell, dated June 7, 1901, without a jury, Middlesex June 28
 Squire v Hussey appl of deft from judgt of Mr Justice Grantham, dated June 8, 1901, without a jury, Middlesex (security ordered) June 28
 Wertheim v Thomas Owen & Co *Id* appl of pliff from judgt of Mr Justice Bigham, dated May 7, 1901, and cross notice of appeal by defts (from part of same order), without a jury, Middlesex July 1
 The Corporation of the Royal Exchange Assurance v Sjöförsäkrings Aktie Bolaget Vega appl of pliffs from judgt of Mr Justice Bigham, dated June 15, 1901, without a jury, Middlesex July 4
 Whinney v Bowman appl of deft from judgt of Mr Justice Channell, dated June 29, 1901, without a jury, Middlesex July 5
 Favata v Merry appl of pliff from judgt of Mr Justice Ridley, dated June 25, 1901, without a jury, Middlesex July 5
 Michel v Day appl of pliff from judgt of Mr Justice Ridley, dated June 26, 1901, without a jury, Middlesex July 5
 Taylor v Tombs and Same v Same appl of pliffs from judgt of Mr Justice Darling, dated July 4, 1901, with common jury, Middlesex (two actions consolidated, by order) July 8
 Hedley v Rippin & ors appl of pliff from judgt of Mr Justice Darling, dated July 3, 1901, with common jury, Middlesex (security ordered) July 12
 Vickers, Sons & Maxim *Id* v Midland Ry Co & ors (Railway and Canal Commission) appl of defts from judgt of Mr Justice Wright, Sir F. Peel and Viscount Cobham, dated July 10, 1901 July 13
 Osborne v Quarry Publishing Co *Id* appl of pliff from judgt of Mr Justice Ridley, dated May 6, 1901, with a jury, Middlesex (security ordered) July 16
 Pain Bros v Macleay appl of deft from judgt of Mr Justice Phillimore, dated July 3, 1901 July 16
 Burdett & Harris v Macleay appl of deft from judgt of Mr Justice Phillimore, dated July 8, 1901 July 16 Daines, Adam & Co v Macleay appl of deft from judgt of Mr Justice Phillimore, dated July 6, 1901 July 16 (s o 14 days after Pain Bros above disposed of)
 Mercer v The Liverpool, St Helens and South Lancashire Ry Co appl of defts from judgt of The Lord Chief Justice, dated June 24, 1901, without a jury, Middlesex July 17
 Tredegar Iron & Coal Co *Id* v Hawthorn Bros & Co appl of pliffs from order of Mr Justice Phillimore, dated June 26, 1901, without a jury, Middlesex July 18
 Rosenthal Bros (Appellants) v Redfern & Son (Respondents) (*Crown Side*) appl of defts from judgt of Justices Channell and Bucknill, dated 28 June, 1901 (security ordered) July 20
 Steel, Young, & Co v Grand Canary Coal Co appl of deft from judgt of Mr Justice Phillimore, dated July 15, 1901 July 29
 Charles Cammell & Co v The Midland Ry Co & ors (Railway and Canal Commission) appl of Midland Ry Co from judgt of Mr Justice Wright, Sir F. Peel, and Viscount Cobham, dated July 10, 1901 July 31
 John Brown & Co *Id* v The Midland Ry Co & ors (Railway and Canal Commission) appl of Midland Ry Co from judgt of Mr Justice Wright, Right Hon Sir F. Peel, and Viscount Cobham, dated July 10, 1901 July 31
 Mitchell v Richard Evans & Co *Id* appl of defts from judgt of Mr Justice Bucknill, dated July 26, 1901, without a jury Aug 2
 Mediterranean and New York Steam Ship Co v Mackay appl of pliffs from judgt of Mr Justice Bucknill, dated July 6, 1901, with special jury, Manchester Aug 3
 George Nelson & Sons v James and Alexander Brown appl of pliffs from judgt of Mr Justice Mathew, dated July 30, 1901, without a jury Aug 5
 Preston (trading as John Preston) v Farness, Witby & Co appl of defts from judgt of Mr Justice Mathew, and cross notice of appeal by pliff from same order, dated July 31, 1901, without a jury Aug 7
 Nigel Gold, &c, Co v Hoorde appl of deft from judgt of Mr Justice Mathew, dated July 26, 1901, without a jury, Middlesex Aug 7
 The Kingswell Steamship Co *Id* v F W Marten appl of pliffs from judgt of Mr Justice Mathew, dated July 26, 1901, without a jury, Middlesex Aug 7
 Neustadt v Lambert appl of deft from judgt Mr Justice Mathew, dated July 26, 1901, without a jury, Middlesex Aug 8
 Handby v Wolverhampton Race Course and Dunstall Park Club Co *Id* appl of pliff from judgt of Mr Justice Darling, dated July 24, 1901, without a jury, Stafford Aug 8
 Robinson Gold Mining Co *Id* and ors v Alliances Marine and General Assurance Co, *Id* appl of pliffs from judgt of Mr Justice Phillimore, dated July 15, 1901, without a jury, Middlesex Aug 9
 O H A Dougherty v E Richards & Co appl of deft from judgt of Mr Justice Darling, dated July 31, 1901, common jury, Middlesex Aug 9
 Elliott v Longden appl of deft from judgt of Mr Justice Phillimore, dated July 2, 1901, and common jury, Middlesex (security ordered) Aug 15
 Ben Graham & ors (trading, &c) v The Commissioners of His Majesty's Works & Public Buildings appl of defts from judgt of the Lord Chief Justice, dated Aug 6, 1901, and special jury, Leeds Aug 15
 Pearce v Greening appl of deft from judgt of Mr Justice Wills, dated Aug 6, 1901, without jury, Exeter Aug 20
 Carter v Leyson appl of deft from judgt of Mr Justice Phillimore, dated Aug 9, 1901, without jury, Birmingham Aug 22
 Curtis & Co v Head appl of deft from judgt of Mr Justice Mathew, dated July 29, 1901, without Middlesex Aug 23
 The Steamship Carlsbrook Co *Id* v London & Provincial Marine & General Inace Co *Id* appl of pliff from judgt of Mr Justice Mathew, dated Aug 7, 1901, without jury, Middlesex Aug 31

Dunn & ors v Donald Currie & Co & Bucknall Bros appl of debts
Bucknall Bros from judgt of Mr Justice Mathew, dated Aug 2, 1901,
Middlesex Aug 10 Sir William Dunn & ors v Donald Currie & Co and
ors appl of debts Donald Currie & Co from judgt of Mr Justice Mathew,
dated Aug 2, 1901, without jury, Middlesex Sept 7
Molineaux v The London, Birmingham & Manchester Insurance Co ld
appl of plttf from judgt of Mr Justice Phillimore, dated Aug 6, 1901,
without jury, Birmingham Sept 12
The Long Eaton Recreation Grounds Co ld v The Midland Railway Co
appl of debts from judgt of Mr Justice Lawrence, dated Aug 12, 1901,
non-jury, Derby Sept 16
Ratcliff & Dealtry v A B Mendelssohn appl of debt from judgt of Mr
Justice Mathew, dated Aug 7, 1901, non-jury, Middlesex Sept 16
Honikman v Stopford & ors appl of plttf from judgt of Mr Justice
Darling, dated Aug 9, 1901, non-jury, Middlesex Oct 9
H F Van Laun & Co v Baring Bros ld appl of plttf from judgt of Mr
Justice Bigham, dated July 3, 1901, non-jury, Middlesex Oct 9
Reid v J B Lee & Sons & ors appl of plttf from judgt of Mr Justice
Kennedy, dated Aug 9, 1901, non-jury, Middlesex Oct 9
Scott & Horton v Godfrey appl of debt from judgt of Mr Justice Bigham
(Commercial List), dated June 27, 1901, non-jury, Middlesex Oct 23
Bridgwater & Smith v Godfrey appl of debt from judgt of Mr Justice
Mathew (Commercial List), dated Aug 2, 1901 Oct 23
Wallis Chlorine Syndicate ld v American Alkali Co ld appl of debts from
judgt of Mr Justice Grantham, dated July 6, 1901, with special jury,
Middlesex Oct 23
The Mayor, &c of Truro v Rowe appl of plttf from judgt of Mr Justice
Wills, dated Aug 10, 1901 Oct 23
Same v Kemp appl of plttf from judgt of Mr Justice Wills, dated Aug
5, 1901 Oct 23
Vogemann v Zanzibar Steamship Co ld appl of plttf from judgt of Mr
Justice Phillimore, dated July 15, 1901, without jury, Middlesex
Oct 24
Renton & Co v Midland Railway Co & ors (Railway and Canal Commis-
ion) appl of Midland Ry Co from judgt of Mr Justice Wright, Sir F. Peel,
and Viscount Cobham, dated July 10, 1901 Oct 29
Lloyds Bank ld v Gerard Moseley appl of debt from judgt of Mr Justice
Wills, dated Aug 6, 1901, without a jury, Bristol Oct 31
Hoers & Co ld v Met Borough of Lewisham appl of debts from judgt of
Mr Justice Lawrence, dated Aug 12, 1901, without a jury, Middlesex
Nov 1
Titchfield Bank ld v Irwin & ors appl of plttf from judgt of Mr Justice
Darling, dated Nov 2, 1901, without a jury, Middlesex Nov 6
Wylor v The Ibo Investment Trustld appl of plttf from judgt of Mr Justice
Walton, dated Oct 31, 1901, without a jury, Middlesex Nov 11
Cowan v Coote and anr appl of debt Coote from judgt of Mr Justice
Wills, dated Nov 2, 1901, non-jury, Middlesex Nov 11

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1902.

Chancery Causes for Trial or Hearing.

Set down to March 27, 1902.

Before Mr. Justice KEKEWICH.

Retained by order.

Adjourned Summonses.

In re Menteth Waite v Parkinson
(s o)
Drake v Drake (s o)
Schofield v Allen
In re Anglo-American Construction
Co ld White v The Company 3
summonses (s o)
In re Rufford Pomeroy v White-
head (s o)
In re de Nicols (to be in the Paper
April 9th, but not before 3
o'clock)
In re Rayment Tozer v Patten
sumns with witness (s o gener-
ally)
In re Hill Sturges v Hill (s o
generally) pt hd
In re Coxwell Roger's Trusts &
Trustee Act (to be in the Paper
on April 11)

Motions.

Bradley v Byrne (to be in Paper
April 11)
Davis v Appleton (to be in Paper
April 11)
In re Standbridge Swinden v
Cottrell (to be in Paper April 11)
Kittel v McKelvie (to be in Paper
April 11)
The River Roden Co ld v The
Urban District Council of Barking
Town (to be in Paper April 11)
The Carpenters' Co v The London
Wall Estate Co (s o generally)

Further Consideration.

Whitehouse v Lodge & Harper fur
con & sumns to vary (restored)

Causes for Trial (with
Witnesses).

Carfrae v Blount act (restored) pt
hd
Attorney-General v Birmingham,
Tame, & Rea District Drainage
Board act (s o not before Trinity,
1902)
Harrison v Gracie act & counter-
claim plttf bankrupt
Madocks v Clark act
Champion, Sons & Hart v Marshall
act (not until 3 weeks after
delivery of defence, &c)
McConnel v Wright act
Watkins v Hall act
Morris, Marshall & Poole v Roberts
act
Kent Coal Exploration Co ld v
Brown act
The Savile Town Chemical Co ld v
Bateman act
Radway v Grand Pump Room Hotel
Co of Bath ld
Masters v Drew act
Nathan v Landau act (Trinity
sittings)
Saunders v The London Electric
Supply Corp ln act
Nightgale v Reynolds act
Hennesey v Dompé act
Durant v Adamson act
Millen v Browne act & counter-
claim

The British Motor Traction Co ld
v Outhenin Challendré act (s o
till certain costs paid)

Automatic Air Tight Cover ld v
Ryland's Glass and Engineering
Co ld act

The New Lydenburg Mineral Ex-
ploring Co ld v The Transvaal
Land Co ld act

Banemer v The London Music
Hall ld act

The Capital and Counties Bank ld
v Rhodes act

Patton v Barber act (plttf dead)

Clarke v Earl act

Croes v Spalding act

Terry v Davies act

R Lehmann & Co ld v The Swiss
Milk Co act In re Registered

Trade Marks, No. 230,969,

232,162, and 236,803 of Society

Suisse d'Industrie Laitière motn

ordered to be set down and come

on with above action pleadings

to be delivered (to come on

together)

Millwall Dock Co v The Agricul-
tural Organising Agency action

for trial and counter-claim

Evans v Hoggan act

In re Billings' Patent, No. 18,386

of 1900 petn entered in Witness

List (by order)

In re Letters Patent, No. 22,947 of

1887, granted to Harry Perrin

and In re Patents, &c, Acts,

1883 to 1888 petn to come into

Witness List

Andrew v Wells act

Hiroshell v Strauss act

Preston v Godfrey act

British Motor Traction Co ld v

Longuemare act

Boyd v Dawson act

McCarthy v Rees act

Van Praagh v Everidge act

Taylor v Smith act

Bush v Bush act (restored)

Gabriel v Hyde Park Court ld act

Baylis v Kenway act

Crisp v Bushell act

Mullens & Co ld v Harris act

Attorney-Gen v Rural District

Council of Lunesdale act

(restored)

Forster v The Newlands (West

Griqualand Diamond Mines ld

act (fixed for April 8)

Pattison v Armstrong act

The British Homes Assoc Corpn ld

v Patterson act

Othen v International Tea Co's

Stores ld act without plead-

ings

Lowe v Lord act

Buchanan v The Western Gazette

Co ld act without pleadings

Stapps v Stapps act

Frampton v Hedges act

Osborne (Duke of Leeds) v Clarkson

act

Rimell & Allsop v Barber act

Byng v Stephens act & counter-

claim

Herbert Alexander & Co ld v Gor-

don act

G Ricordi & Co v J Poole act

Keyzor v Smith act

Mayor of Hove v The Brighton

Intercepting & Outfall Sewers

Board act

Edgar v Laurie act

Watkins v Watkins act & m f j

Before Mr. Justice BYRNE.

Retained by Order.

Adjourned Summonses.

In re Curry's Estate Thompson v
Catnach adjd sumns pt hd
In re Cooper Cooper v Cooper
adjd sumns pt hd (liberty to
amend)

In re Baggett, dec Baggett v
Hodgkinson adjd sumns

In re Poyser, dec Landon v Poy-

ser adjd sumns

In re Edward Smith, dec Lough-

ran v Smith adjd sumns

In re Edward Smith, dec Loughran

v Smith (restored by order) adjd

sumns

In re John Lucas Allen Brinsley v

Stirling adjd sumns

In re Craven Bottomley v de Kaut-

zow adjd sumns

Petitions.

Montefiore v Guedalla

In re Smith Smith v Smith

Causes for Trial (with Witnesses).

In re Dunn Brinklow v Singleton

act (restored)

Ackerman v Smallpiece act (s o)

In re Brown Brown v Brown act

(s o till after Probate Action

disposed of)

International Bank of London v

Rio de Janeiro Flour Mills act

(stayed until depositions filed)

Adler v Joel act (stayed till 10

- days after return of commission)

Sach v Costrell act (stayed until

return of commission)

The Welsbach Incandescent Lamp

Co ld v Standard Incandescent

Gas Light Co ld act (stayed until

return of commission)

Goodson v Kimber (s o May 1)

hobson v Edwards act

Knott v McCallum act

Somerville v Wood & ors act

FitzGerald v Geo Newnes ld (Wide

World) act

FitzGerald v Geo Newnes ld

(Traveller) act

Burroughs v Webster and ors act

and m f j

Reason Manufacturing Co ld v

Ernest F Moy ld

Wriford v Patrick act

Strange v Smith act

Dyson & anr v Greening & Sons ld

motn by ord and act

In re Thompson Snelgar, Willis &

Co v Webster and ors act

The Attorney-General & Bray v

The Mayor, Burgesses of the

Borough of Hastings act

Nicholson v Daniels act

In re G White, dec Nicholls and

anr Seamen & ors act

Gottlich v Evans act

Jared v Walke and ors act

The Worthington Pumping Engine

Co v Moore act

Before Mr. Justice FARWELL.

Retained by order.

Causes for Trial (with Witnesses).

Crusoe v Marks act s o pt hd

Burnside v Burnside act (s o until

return of commission)

Rimmer v Webster act (restored)

Leader v Wandsworth Borough

Council act pt hd (not before

June 26)

Davison v Weatherley act Davi-

son v Davison act by certificate

connected

In re Joseph Davis Davis v Davis

act pt hd

Ashby v Bee & Co ld act

Causes for Trial Without Witnesses

and Adjourned Summonses.

In re Trusts of Marriage Settlement

of Henry Joseph Vernon & Emily,

his wife adjd sumns

In re J J Delany's Trusts Conoley

v Quick adjd sumns (restored)

Butlin v Hall Wright adjd sumns

(s o)

In re Swales Haigh v Swales adjd

sumns (plttf dead)

In re Lawrence Bardwick v Senior
adjd sums (restored)
Finney v Kendrick & Ficks (3rd
parties) act (Liverpool D R—
s o 1st Liverpool Day)
In re McMurdo Penfield v McMurdo
adjd sums (to come on with
fur con when set down)
In re Tomlinson Martin v Norman
adjd sums
In re Scratton, Tuffnell, & Beridge
adjd sums
In re Hammond Hammond v
Eustace adjd sums
In re H Carlsson's Estate Poulson
v Safford adjd sums
In re Hemming Ward v Oliver
adjd sums
In re Fenton Fenton v Fenton
adjd sums

Further Considerations.

In re Harvey Harvey v Harvey
fur con
In re Johnson Robert v Attorney-
Gen fur con & adjd sums
Hedley v Reitmeyer fur con &
adjd sums
Hobson v Laycock fur con & adjd
sums
In re Witham Witham v Davies
fur con (restored)
In re Carlin's Trusts Trustees,
Executors & Securities Corp Ltd v
Boydell fur con
In re Phenix Hemmant v Phenix
fur con and adjd sums

Before Mr. Justice BUCKLEY.

Retained by Order.

Causes for Trial (with Witnesses).
Broome v Speak act (April 16
after pt hd)

Further Considerations.

In re Hellyer, dec Bennett v
Bennett fur con
Watts v Driscoll fur con
In re Silvani, dec Alexander v
Butler fur con (restored)
In re Lettsom Equitable Reversionary
Interest Soc Ltd v Fisher
fur con

Causes for Trial (without Witnesses
and Adjourned Summonses).
In re Gurney Gurney v Gurney
(s o till after report)
In re Webster Marriott v Turner
motn (restored)

In re Gosling Gosling v Gosling
(restored) further hearing

In the Matter of the Companies
Acts, 1862 to 1890 and in the
Matter of John Henry & Co ld
motn treated as trial of action

In re Bamford's Estate Bamford v
Bateman adjd sums

In re Bennett's Trust Bennett v
Bennett adjd sums

Coles v Beale m f j (Brighton D R)

In re Fane Fane v Fane adjd
sums

In re Halfon Franklin v Halfon
m f j (by order without
pleadings)

In re Andrew, dec Creasey v
Greaves adjd sums

Worthington Pumping Engine Co
v Moore adjd sums

In re Corbin's Estate Beckwith v
Corbin adjd sums

Wright & anr v Smith adjd sums

Long v Blakey & anr adjd sums

In re J W Tabernacle, dec Taber-
nacle v Legg adjd sums

In re Keck's Estate Keck v Powell
adjd sums

In re Burrows' Estate Eadie v
Sheldon adjd sums

Gould v Coaks adjd sums

In re John Rowe, dec Richards v
Rowe adjd sums

In re Stephens & Barfield's Con-
tract (In re V & P Act) adjd
sums

In re Smith Howitt v Smith adjd
sums

In re Smith Smith v Howitt adjd
sums

Companies (Winding up) and
Chancery Division.

Companies (Winding up).
Petitions.

Sunlight Gold Recovery Syndicate
ld (petn of E B Parnell, s o from
March 6 to April 15)

High Explosives Co ld (petn of
James Gibb & Co) s o from March
20 to April 9

Grand Theatre, Islington, ld (petn
of J Grego & ore) s o March 13 to
April 15

Birthday Amalgamated of Western
Australia ld (petn of Bernard
Boaler & ore) s o March 20 to
April 9

Melbourne Brewery & Distillery ld
(petn of A H Baker)

Lawton's Patents ld (petn of
Morley Carney (Southampton) ld

London & County Industrial Accident
& General Assce Co ld (petn
of A Cuffe)

Lyric Trusts ld (petn of Eugene
Solmersitz)

English and Spanish Produce Co ld
(petn of Gedge, Kirby & Millett)

Bungalow Building Co ld (petn of
R D Sykes)

Morgan David & ld (petn of A
Tannerbaum and ore)

David Payne & ld (petn of the Brad-
ford Old Bank ld)

Prince & Baugh ld (petn of Dixon
& Roe)

English and Colonial Forage Co ld
(petn of Henry Sykes ld)

Petition under the Joint Stock
Companies' Arrangement Act,
1870.

Paterson, Laing, & Bruce ld (petn
of Liquidator)

Chancery Division.

Vizcaya Santander Mining Co ld &
reduced (petn of Company)

Lowestoft and East Coast Ice Manu-
facturing Co ld & reduced (petn
of Company)

Companies (Winding up) and
Chancery Division.

Court Summonses.

Albert Court Estate Co ld Roher
v Albert Court Estate Co ld (for
declaration as to rents)

Globe Venture Syndicate ld (for
misfeasance—witnesses)

Thorpe Bros & Co ld (for misfeas-
ance—witnesses)

Same (on Directors' Fees—wit-
nesses)

South American & Mexican Co ld
(for declaration as to security,
created by Indenture of Mortgage,
dated Aug 1, 1891)

Strand Buildings Co ld (as to deal-
ing with surplus assets of the
company)

Northern Transvaal Lands Co ld
(for declaration as to underwrit-
ing the re-construction of the
Company)

Walsh, Asquith & Co ld (for mis-
feasance—witnesses)

Before Mr. Justice JOYCE.

For Judgment.

Fortin v A E Sowerbutts & Co act

Beles v McMullen act (to be men-
tioned April 11)

Retained by Order.

Causes for Trial (with Witnesses).
In re Coppen Lasel v Dingle act
and adjd notice pt hd (s o April
10)

Sutherland v Halifax Banking Co,
ld act pt hd

Hart v Weston act

Mappin Bros v Liberty & Co act

Homer v Tomkins act

Rushworth v Heginbottom act

Causes for Trial (without Witnesses
and Adjourned Summonses.)

In re Contract between Everitt and
anr and Andrews and V. & P.
Act adjd sums (s o)

In re Nectar Tea Co for registra-
tion of trade mark motn ordered
to come into Non-Witness List
(not to come in till after notice
given to Cause Clerk that evi-
dence closed)

In re Humphries Lea v Humphries
adjd sums

Shapter v Amphlett m f j (s o
to prepare proper scheme)

Williams v Poole m f j (s o go
into General List)

Rigden v Rigden m f j (go into
General List)

Anderson v Berkley act & m f j

In re K Creswell's Estate Hayles
v Creswell adjd sums

In re Silcock Silcock v Elliott
adjd sums

In re Jackson Jeffkins v Wise
adjd sums

In re Robinson Robinson v Robin-
son adjd sums

Foy, Morgan & Co v Kempf adjd
sums

In re Smith Smith v Shephstone
adjd sums

In re Waller Waller v Waller
adjd sums

In re Spittle Brevitt v Morris
adjd sums

In re Sandilands Watt v Watt
adjd sums

In re Brand Brand v Brand
adjd sums

In re Beachey Heaton v Beachey
adjd sums

In re Anne Carr Bramley v Wall
adjd sums

In re Dale Dale v Badgory adjd
sums

In re Drake Cochran v Powell
adjd sums

Further Considerations.

In re Berwick Berwick v Lane
fur con

In re Job Ashton Ashton v Ashton
fur con and adjd sums

Before Mr. Justice SWINFEN EADY.
For Judgment.

In re The Arbitration between The
Corpn of Wigan and Wigan
Cannel Colliery ld and In re
Arbitration Act, 1889 (special case
—Liverpool DR)

Retained by order.

Motions.

Jays ld v Davis

Glenfield v Glenfield

Torbock v Lord Westbury

Lorne & Co v Allen

Earl of Mexborough v Bath Club

In re Jackson Street v Laing

Adjourned Summonses.

In re Hester, dec Hester v Hester
adjd sums

In re Skinner Cooper v Skinner
adjd sums

In re J R Chance's Settlement
Trusts Moberley v Mackintosh
adjd sums

In re Churchis Tilley v Harvey
adjd sums

Causes for Trial (with Witnesses).

In re Deighton's Patent, No 15,670
of 1896 petn ordered to go into
Witness List In re Monson's
Patent, No 4,806 of 1890, &c
petn ordered to go into Witness
List apply to fix a day

De Falbe v Harger act Taylor v
Harger act

Hancock v Dowse act (pltf dead)

Madero v Clark act

Hitchcock v Adamson & Co act
(pleadings to be delivered)

Hardy v Lambert act

Henley v Higgins act

Chalmers v Clay & Walmsley act

Attorney-Gen v Hardcastle act

Taylor v Klyder act (not to come
in till after 9th May)

Driver v Withall act

The New Century Trust ld v
Withall act

In re Jackson In re Jonas Tilley
v Jackson act

Borton v Reeves act

Eakell Paget v Eakell Paget act

Crundall v Lawes Lawes v
Crundall act and counter-claim

Bright's Trustees v Hastings act

Convelas v Mate act

Mitchinson v Spencer act

Bailey v Lee & Everet act

Bethell v Savill act

Whitworth, Son & Nephew ld v
W L B Hirst act (Sheffield D R)

The Real Estates Corp of London
ld v Rosenberg act

Boosey & Co v James Poole & Sons
ld act

Stewart v McCabe act

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

April 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Freehold Building site
with a frontage of 59 ft. and 177 ft., near Shoreditch Church (see particulars),
Solicitors, Messrs. Pedley, May, & Fletcher, London.—Leasehold Semi-Detached
Residence at Dalston, let at £34 per annum. Solicitors, Messrs. Paul E. Vanderpump
& Eke, London.—A moiety of seven-thirtieths of Leasehold Ground-rents of £95
per annum. Solicitor, E. Kimber, Esq., London. (See advertisements, this week,
back page.)

April 16.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Freehold Building Estate
at Finchley of about 2½ acres, with frontages of 1,870 ft. Solicitors, Messrs. Phelps
& Wallace, London.—Block of Leasehold Premises, partly let in Flats and Shops,
value £2,600 per annum. Solicitor, Frank A. Graham, Esq., London.—New River
Shares of important value. Solicitor, E. Verner Miles, Esq., London. (See advertise-
ments, this week, p. 3.)

April 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:
To One-fifth of a Trust Fund value £18,000, in Railway Stock, &c.; lady aged 168.
Solicitors, Messrs. Wilkinson, Howitt, & Wilkinson, London.

To Property at Redhill, value £700; lady aged 84. Solicitor, H. Mear, Esq.,
London.

To a Legacy of £2,000; lady aged 70. Solicitors, Messrs. Robins, Hay, Waters, &
Hay, London.

To One-ninth of a Trust Estate value £25,850, in Gas and Railway Stocks; lady
aged 57 (see particulars). Solicitors, Messrs. Parson, Lee, Adams, Beck, &
Gardner, London.

To Property in Islington; producing £100 per annum; gentleman aged 80, lady
aged 50. Solicitor, W. L. Goldsworthy, London.

To £1,618 in Railway and Government Stock; gentleman aged 61. Solicitor,
E. Kimber, Esq., London.

To a Trust Fund value £61,000; ladies aged 73, 67, and 62 (see particulars).
Solicitors Messrs. West, King, Adams, & Co., London.
POLICIES: For £1,000, £500, £200, £50. Solicitors, Messrs. Powell & Browett, Birmingham; and Messrs. King, Wigg, & Co., London.
(See advertisements, this week, back page.)
April 17.—Messrs. GLAZIER & SONS, at the Mart, at 2:—In one lot, Freehold Ground-rents, of £1,450 per annum, secured upon blocks of buildings covering an area of over 11,000 feet, with important frontages in Dover-street and Berkeley-street, Piccadilly, recently occupied by a West End club. Solicitors, Messrs. Stibbard, Gibson, & Co., London.
(See advertisement, March 29, p. 5.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 4.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ARDWICK CYCLE CO., LIMITED.—Petition for winding up, presented March 20, directed to be heard at the Court House, Quay st, Manchester, April 14. Southam, 78, Cross st, Manchester, solicitor for the petition. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 12.
BRETTON TRENT WINE AND SPIRIT CO., LIMITED.—Creditors are required, on or before Friday, May 16, to send their names, addresses, and particulars of their debts or claims, to C. Mundy, 163, High st, Burton on Trent. Everhead, solicitor for liquidator.
D. C. SYNDICATE, LIMITED.—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Charles William Middleton Kemp, 36, Walbrook. Renshaw & Co., solicitors to the liquidator.
DOUGLAS SPALDING & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Douglas Spalding, 10, Johnson's ct, Fleet st. Williams, Sherborne in, solicitor to the liquidator.
OLIVER, LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Oliver Septimus Forder, care of Downing & Co., 44 and 46, Leadenhall st.
FLUMMAGO CO., LIMITED.—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Charles George Baron, 3, Draper's gdns.

London Gazette.—TUESDAY, April 8.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ALLEGHANY STEAMSHIP CO., LIMITED.—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. D. Eshelby, 24, North John st, Liverpool. Forshaw & Hawkins, Liverpool, solicitors to liquidator.
ISLE OF WIGHT EXPRESS NEWSPAPER PRINTING AND PUBLISHING CO., LIMITED.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to James William Beverton, 64, High st, Newport, Isle of Wight.
SEACOMBE AND NEW BRIGHTON OMNIBUS CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. J. Alfred S. Hassall, 6, Lord st, Liverpool.
TELEPANTOGRAPH SYNDICATE, LIMITED.—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Elijah Sudworth, 6, Booth st, Manchester.
WILLIAM HOUGHTON & CO., LIMITED.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred John Downes, Bank chambers, Parliament st, Hull. Bates & Mountain, Great Grimsby, solicitors to the liquidator.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 4.

BRECH, HANNAH, Hoole, Chester May 1 Brasseley, Chester
BIRLEY, EDMUND, Clifton Hall, Preston May 21 W R & W Ascroft, Preston
BRINE, MARY, Harrogate April 30 Leatham & Co, Wakefield
BROWN, ROBERT HENRY, Caister, Norfolk, Fishing Boat Owner May 7 Wiltshire & Sons, 64, Yardmouth
COLLINGWOOD, ELIZABETH, Kingston on Thames May 1 Goodman, East Molesey, Surrey
CONCANNON, GEORGE BLAKE, Streatham, Stock Jobber May 10 Taylor & Taylor, New Broad st
COOPER, DANIEL, Park st, nr St Albans May 31 Beal, St Albans, Herts
DAVIDSON, MARIA ISABELLA, St Leonards on Sea May 1 Dimond & Son, Welbeck st, Cavendish sq
DUFF, GEORGE SHUTTAN, Queen's gate May 9 Lathey & Hart, Camomile st
EVANS, HANNAH HOWARD, Newport, Pembroke April 30 Jenkins & Evans, Gardigan
HALP, LUDIA WINTERBOTTOM, Blackheath May 1 Jones, Graham bldgs, Basinghall st
HANMAN, SARAH, Walmer, Kent May 17 Minet & Co, King William st
HASLAM, FREDERICK BARNARD, Ousey cress, Camden rd, Flour Factor May 5 Deacon & Co, 61 St Helen's
HAYWARD, WILLIAM, Brixton May 17 Wild & Collins, Lawrence in, Cheapside
HESSER, GUSTAV, Surbiton, Engineer May 15 Simmons, Finsbury pvt
HILLIER, HANNAH, Peckham Paddell, Bush in, Cannon st
HOLLINGDRAKE, JOSHUA KNOWLES, and FRANCES HOLLINGDRAKE, Heaton Norris, Lancs May 5 Beal, Stockport
JACKSON, ANNE GIBSON, Henley on Thames May 1 Cooper & Son, Henley on Thames
MEALE, BUNAWA, Strood April 30 Robinson, Strood
NORRIS, OLIVER, Henbury, Glos, Contractor May 1 Crossman & Co, Thornbury
OWEN, JOHN, Stockport May 10 Higson & Son, Manchester
REYERS, ARTHUR EDWARD, Ashton under Lyne, Cotton Spinner May 21 Cunliffe & Greg, Manchester
SMITH FREDERICK, Brighton May 5 Dell, Brighton
SPRACK WILLIAM, Loughborough, Farmer May 3 Deane & Son, Loughborough
TAYLOR MARY ANNE, Birkhead May 9 Griffin & Bros, Liverpool
THOMPSON, JOHN, Lewtfield, Lancs April 30 Bates, Morecambe
THORNLEY, LOT, Hyde, Chester, Hat Manufacturer May 3 J & P Hibbert, Hyde
TOMLINSON, ANN, Stafford April 24 Jordan & Pickering, Stafford
WARD, GEORGE MATTHEW, Pentre, Glam, Engineer May 5 Orrall, Manchester
WINTERIS, MARIE, Wandsworth Common April 30 Lee & Pemberton, Lincoln's inn fields
London Gazette.—TUESDAY, April 8.
ANDERSON, ARTHUR, Dunstable, Beds May 14 Bryant & Hall, John st, Bedford row
APFALL, THOMAS, Evelyn gdns May 13 Nicholson & Co, Coleman st
BARNELL, JAMES, Dartford, Cooper May 24 Hyde & Co, Ely rd
BATES, ELIZABETH SOPHIA, Upper Tooting, Surrey May 5 Knapp-Fisher & Sons, Buckingham gate, Westminster

BRETTILL, RICHARD, Chertsey May 3 Faine & Co, Chertsey
BROWN, GEORGE, South Hackney May 17 Brown, Pentonville rd, King's cross
CHAPEMAN, JAMES, Widdow, Licensed Victualler May 20 Oppenheim & Malkin, St Helen's
COHEN, MAY, Dover May 15 Mowll & Mowll, Dover
CORREY, JOHN, Salisbury May 17 Lawrence & Co, Bristol
CROOK, ARTHUR OGBURN, St Margaret on Thames May 5 Knapp-Fisher & Sons, Buckingham gate, Westminster
CROFT, WILLIAM, Halifax, Bookbinder May 10 Longbotham & Sons, Halifax
DODSON, WILLIAM DAVID, Stoke Newington May 12 Barton & Pearman, Norfolk st, Strand
EVANS, HARRIETT GRETRUDE ELIZABETH, Bryn Isan, nr Penarth May 5 Worthington & Co, Eastcheap
GAMBLE, EMMELINE, Brighton May 20 Eggar, Brighton
GRAINGER, JOHN, Carnaby, Yorks, Farmer May 1 Harland & Son, Bridlington
GRIMTHORPE, RE HON FANNY CATHARINE BARONESS, Blatchwood, nr St Albans June 9 Beal, St Albans
GUILDON, WILLIAM, Mansfield, Notts, Farmer May 1 Alcock, Mansfield
HARVEY, MARY ANN CATHARINE, Brentwood May 3 Goody & Sons, Colchester
HILTON, RICHARD JONES, Preston next Faversham, Kent June 5 Tassell & Sons, Faversham
IRVING, ANN STEWART, Fairfield, Liverpool May 14 Woodburn & Holmes, Liverpool
JACKMAN, ANN, Welles, Kent May 5 Knapp-Fisher & Sons, Buckingham gate, Westminster
LIGHT, MARTHA, Hampton Hill April 30 Wilson, Epsom
LIME, WILLIAM, Sowerby Bridge, nr Halifax May 10 Longbotham & Sons, Halifax
MURRAY, SARAH ELIZABETH, Bolton May 5 Russell & Russell, Bolton
NUNE, GEORGE, Broadway, London fields, Baker May 10 Howard & Shelton, Moorgate
OLDACRE, JAMES, Little Orton, Leicester May 9 Hale, Atherstone
OSMOND, EDNEY HOOPER, Portsmouth May 10 Biscoe & Co, Portsmouth
PARKER, ROBERT JOHN, Selby, Yorks June 2 Parker & Parker, Selby
PARKINSON, SARAH, Hithet Green May 8 Howard & Shelton, Moorgate
PARMER, MARY ELIZA, Southampton May 15 Stephens, Southampton
PLATT, JAMES, Gravely Hill, nr Birmingham, Brewers' Traveller May 24 Bickley & Lyden, Birmingham
RAMSDEN, EDNEY HELM, Bristol June 1 Barry & Harris, Bristol
RHODES, JOHN, Blackpool, Cab Proprietor April 30 Read, Blackpool
ROBINSON, DANIEL THEOPHILUS, Grimsbury, Banbury, Machinist May 8 Fairfax, Banbury
SCOTTOWE-PARKER, NEVILLE, Middle Temple in, Temple, Barrister at Law May 10 Smith & Co, Lincoln's inn fields
SMART, ALFRED CHRISTIE, South Kensington May 5 St Barbe & Co, Delahay st, Westminster
SMITH, BENJAMIN, New ct, St Swithin's in May 16 Dawes & Sons, Angel ct, Throgmorton st
SOLOMON, JOSEPH, Maida vale May 31 Solomon, Basinghall st
STONERS, NOWELL, Clapham rd May 6 Bridgman & Willcocks, College hill, Cannon st
SUMNERFIELD, WILLIAM, Bristol May 30 Tarr & Sons, Bristol
SYKES, THOMAS HARDCASTLE, Cheshire, Chester May 1 Crofton & Co, Manchester
TAYLOR, MARY ANN, Birkenhead May 9 Quiggin & Bros, Liverpool
TURNER, WILLIAM, Bickley, Kent May 31 Cross & Sons, Lancaster pl, Strand
WALKER, CHARLES HENRY, Birkenhead May 23 Miller & Son, Liverpool
WATKES, SARAH EDWINGTON, Malvern, Worcester May 5 Worthington & Co, Nicholas Lane
WRIGHT, JESSE, Walthamstow April 18 Brooks, Lawrence in

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BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 4.

RECEIVING ORDERS.

BOULTER, JAMES, Bow rd, Bow High Court Pet March 27
Ord March 27
BROWN, FRANCIS JAMES, Bourne Mouth Poole Pet April 2
Ord April 2
COLLINS, SAMUEL, Derby, Coal Merchant Derby Pet
April 2 Ord April 2
DOWLER, WILLIAM HENRY, Newport, Mon, Tea Merchant
Newport, Mon Pet April 2 Ord April 2
DUFFICK, THOMAS, Bridgworth, Salop, Boot Dealer
Madeley Pet April 2 Ord April 2
HATCH, MOSES, Coppull, Lancs Foreman Brickmaker
Bolton Pet April 2 Ord April 2
ILLINGWORTH, WILLIAM HENRY, Pontefract, Builder
Wakefield Pet March 27 Ord March 27
JONES, JAMES, and SAMUEL JONES, Holcombe Rogus,
Devon, Builders Taunton Pet April 2 Ord April 2
KNIGHT, THOMAS WILLIAM FREDERICK, Roundhay, York,
Grocer Leeds Pet April 2 Ord April 2
LANSDALE, WILFRED, Wolverhampton, Grocer Wolver-
hampton Pet April 2 Ord April 2
LAWWELL, ALBERT HOWARD, H M Prison, Kingston
upon Hull, Saddler Kingston upon Hull Pet March
19 Ord April 2
LOE, W G, Dulwich High Court Pet March 4 Ord
March 27
PUGH, JOHN, Luton, Coal Merchant Luton Pet April 2
Ord April 2
SCOTT, GEORGE ERNEST, Bedford, Confectioner Bedford
Pet March 21 Ord April 2
SMITH, THOMAS, Bolton, Carrier Bolton Pet March 18
Ord April 2
THOMAS, JOHN OWEN, and JAMES WAUGH, East India av,
Builders Merchants High Court Pet March 4 Ord
March 27
TARRANT, ARTHUR, Upper Clapton, Commission Agent
High Court Pet Jan 18 Ord March 27
VAN NOORDEN, CHARLES, Phoenix st High Court Pet
Feb 4 Ord March 27
WALLIS, W J, Surbiton, Builder Kingston, Surrey Pet
March 14 Ord March 27
WILLIAMS, JOHN, Cardiff, Grocer Cardiff Pet March 27
Ord March 27
WILLINGTON, HENRY EDWARD, Gloucester ter, Hyde Park
High Court Pet March 6 Ord March 27

FIRST MEETINGS.

BAXTER, GEORGE, Canning Town, Grocer April 11 at 2.30
Bankruptcy bldg, Carey st
BAYLIS, LEWIS, Wednesbury, Electrical Accessories
Manufacturer April 11 at 11.30 Off Rec, 24, Park row,
Leeds
BEVERIDGE, GEORGE, and ARTHUR WHITTING, Leeds, Jute
Manufacturers April 11 at 11.30 Off Rec, 24, Park row,
Leeds
BILL, JAMES HARPER, Wallingford, Staffs, Grocer April 11
at 10.30 Off Rec, 190, Wolverhampton st, Dudley
BLVTH, CHARLES PAGE, and MARK BLYTH, Layer Marney,
Essex, Farmers April 12 at 11 The Cops Hotel,
Colchester
BRENTNALL, GEORGE BROUGHTON, Derby, Tailor April 11
at 8 Off Rec, 47, Full st, Derby
BUDWORTH, HORACE, Leicester, Coal Merchant April 11 at
12.30 Off Rec, 1, Berridge st, Leicester
JARDIS, RICHARD, Leeds, Rag Dealer April 11 at 11 Off
Rec, 24, Park row, Leeds
CATTON, JOHN PHILIP, Monument st, Merchant's Clerk
April 14 at 12 Bankruptcy bldg, Carey st
COLLINS, CHARLES GORDON, Denmark hill, Newnagent
April 11 at 12 Off Rec, Firs Tree in, Sheffield
CORDINGLEY, JOHN WILLIAM, Shipley, Yorks, Laundry
Vanham April 11 at 11 Off Rec, 31, Manor row,
Bradford
DAY, HENRY ARTHUR, Norwich, Photographer April 14 at
1 Off Rec, 8, King st, Norwich
GEMUST, ABIS, Balham, Jeweller's Agent April 14 at 11.30
24, Railway app, London Bridge
HARRIS, JOHN PHILIP, Rhy, Flint, Printer April 11 at 8.3
Crypt chambers, Esplanade row, Chester
HEDGECOCK, WILLIAM HENRY, Ashford, Kent, Carpenter
April 24 at 9.30 Off Rec, 68, Castle st, Canterbury
HOOK, JAMES, Ramsgate April 24 at 9 Off Rec, 68, Castle
st, Canterbury
HUDSON, DICK LOWESTOFT, Coal Merchant April 12 at 1
Off Rec, 8, King st, Norwich
ILLINGWORTH, WILLIAM HENRY, Pontefract, Builder
April 11 at 11 Off Rec, 6, Bond ter, Wakefield
JONES, HENRY, Pwllheli, Carnarvon, Coal Merchant April
14 at 11.30 Sportsman Hotel, Portmadoc
KENNEDY, ARTHUR ROSE, Coventry, Physician April 11 at
19 1/2 Hertford st, Coventry
LANE, THOMAS WILLIAM, Market Drayton, Coachbuilder
April 11 at 11.30 Off Rec, King st, Newcastle under
Lyme
LINDSAY, AMOS J, Brighton, Engine Fitter April 11 at 11
Off Rec, 4, Pavilion bldg, Brighton
LORD, JOHN EDWARD, Wellington, Somerset, Outfitter
April 11 at 11 Off Rec, 58, Hammet st, Taunton
MOULD, JOHN, Brimsall Hill, Builder April 14 at 12.30 24,
Railway app, London Bridge
MOUNSET, GEORGE, Morecambe, Butcher April 11 at 2.30
Off Rec, 14, Chapel st, Preston
OWEN, JOHN, Penrhynendeneath, Merioneth, Farmer
April 14 at 12 Sportsman Hotel, Portmadoc
PARRY, ELLIS, Tremadoc, Carnarvon, Shoemaker April 14
at 11.30 Sportsman Hotel, Portmadoc
PYMAN, HENRY, Morecambe April 11 at 8 Off Rec, 14,
Chapel st, Preston
ROSBOROUGH, OSCAR JAMES, Barrow Suffolk, Harness Maker
April 11 at 2 Angel Hotel, Bury St Edmunds
VALLIS, JAMES, Preston, Builder April 11 at 8.30 Off
Rec, 14, Chapel st, Preston
YOUNG, JOHN, Tettonhall Wood, Brass Caster April 11 at
10 Off Rec, Wolverhampton

ADJUDICATIONS.

BOULTER, JAMES, Bow rd, Bow, Licensed Victualler High
Court Pet March 27 Ord March 27
COLLINS, CHARLES GORDON, Denmark hill, Newnagent
Sheffield Pet Feb 26 Ord April 2
COLLINS, SAMUEL, Derby, Coal Merchant Derby Pet
April 2 Ord April 2
DOWLER, WILLIAM HENRY, Langstone, Mon, Tea Merchant
Newport, Mon Pet April 2 Ord April 2
DUFFICK, THOMAS, Bridgworth, Salop, Boot Dealer
Madeley Pet April 2 Ord April 2
HATCH, MOSES, Coppull Bolton Pet April 2 Ord April 2
ILLINGWORTH, WILLIAM HENRY, Pontefract, Builder
Wakefield Pet March 27 Ord March 27
JONES, JAMES, and SAMUEL JONES, Holcombe Rogus,
Devon, Builders Taunton Pet April 2 Ord April 2
KARL, ELMOR, Whitechapel rd High Court Pet March
12 Ord March 27
KNIGHT, THOMAS WILLIAM FREDERICK, Roundhay, Yorks,
Grocer Leeds Pet April 2 Ord April 2
LANSDALE, WILFRED, Wolverhampton, Grocer Wolver-
hampton Pet April 2 Ord April 2
LEACH, JOHN, sen, Crawley, Chemist Brighton Ord
April 2
LINDSAY, AMOS J, Brighton, Engine Fitter Brighton Ord
April 2
LYDALL, JOHN FRENCH, John st, Bedford row, Solicitor
High Court Pet Feb 12 Ord March 26
MONCHEIFFE, RONALD, Pall Mall High Court Pet Feb 8
Ord March 26
PUGH, JOHN, Luton, Coal Merchant Luton Pet April 2
Ord April 2
ROSE, PATRICK ROBERTSON, Chelsea High Court Pet Jan
2 Ord March 27
SMITH, JAMES, Canning Town, Carman High Court Pet
Feb 27 Ord March 26
WILLIAMS, JOHN, Cardiff, Grocer Cardiff Pet March 27
Ord March 27
WILLIS, EDWIN JAMES TEMPLE, Balham, Surrey Kingston,
Surrey Pet Jan 10 Ord April 2

Amended notice substituted for that published in the
London Gazette of March 11:

NEWELL, GEORGE, Mitcham, Surrey, Corn Chandler
Croydon Pet March 6 Ord March 8

London Gazette.—TUESDAY, April 8.

RECEIVING ORDERS.

BOWDEN, FREDERICK LIONEL THOMAS, and GEORGE
FREDERICK BOWDEN, Bristol, Photographers Bristol
Pet April 8 Ord April 8
CARTWRIGHT, GEORGE EDWARD, Louth, Lincs, Baker
Nottingham Pet March 18 Ord April 4
CHAMBERS, WILLIAM SMITH, Gillingham, Kent, Engine
Fitter Rochester Pet April 5 Ord April 5
CHARNEL, JOHN, Brooke, Norfolk, Farmer Gt Yarmouth
Pet March 19 Ord April 8
CLARK, ALFRED THORNHILL, Gt Grimsby Gt Grimsby
Pet April 3 Ord April 5
COLL, WALTER HENRY, Cardiff, Commission Agent
Cardiff Pet April 4 Ord April 4
DAVIES, DAVID HENRY, Newport, Mon, Grocer Newport,
Mon Pet April 4 Ord April 4
DAYRELL, ARTHUR RICHMOND, Becon, Notts, Warehouse-
man Nottingham Pet April 4 Ord April 4
DOWLING, JAMES LEWIS, Grand av, Leadenhall Market,
Pork Butcher High Court Pet March 3 Ord April 2
DOWNY, DANIEL RUSSELL, High Holborn, Quantity
Surveyor High Court Pet March 13 Ord April 4
EESL, JOHN LONG, Lafford, Warwick Coal Dealer
Coventry Pet April 8 Ord April 8
FIELDHOUSE, WILLIS, Morecambe, Music Dealer Preston
Pet April 4 Ord April 4
FRANCIS, HOWELL, Treaslaw, Glam, Colliery Overman
Pontypidd Pet April 2 Ord April 2
GANT, JOHN, Beedham, Norfolk, Miller Gt Yarmouth Pet
March 26 Ord April 4
GOODEMAN, G S, Bond, General Produce Dealer High
Court Pet March 19 Ord April 2
GOODEMAN, NATHANIEL, Coventry, Stationer Coventry
Pet April 3 Ord April 3
GOOTARTS, EDMOND, Maddox st, Publican High Court
Pet March 3 Ord April 4
GRUBB, JOSEPH BENJAMIN, and WILLIAM HENRY GRUBB,
Whitehouse, Hereford, Fruit Dealers Worcester Pet
April 2 Ord April 2
HANSEN, CHARLES FREDERICK JULIUS, Mark la, Export
Butcher Merchant High Court Pet March 12 Ord
April 5
HAYWOOD, GEORGE, Dudley, Worcester Dudley Pet
March 25 Ord March 25
HOBBS, THOMAS HENRY, Crowle st Doncaster, News-
agent Sh-field Pet April 3 Ord April 3
HURST, HENRY W, Portman mans, Baker st, Company
Promoter High Court Pet Nov 5 Ord April 4
JONES, ROBERT EDWARDS, Treaslynnydd, Merioneth, Grocer
Portmadoc Pet April 9 Ord April 3
KINGHORN, THOMAS, Leeds, Milk Dealer's Assistant Leeds
Pet April 2 Ord April 2
LANCUM, ROBERT JEFFREY, Middlesbrough, Labourer
Middlesbrough Pet April 2 Ord April 2
LEA, EDWARD, jun, West Norwood, Fancy Draper High
Court Pet April 8 Ord April 8
MARSH, MARK, Cansbrooke, I of W, Dairyman Newport
Pet April 4 Ord April 4
MIDDLISTON, W N, Bond, Company Promoter High
Court Pet Feb 10 Ord March 19
MOUNTFORD & Co, W G, Shrewsbury, Coach Builders
Shrewsbury Pet March 25 Ord April 5
NEWBY, WILLIAM, York, Commission Agent York Pet
April 2 Ord April 2
PARRY THOMAS WYNN, Blaenau, Mon, Innkeeper Tredegar
Pet April 4 Ord April 5
PARRIS, JOSEPH, Plympton, Devon, Butcher Plympton
Pet March 24 Ord April 8
PRICE, ALBERT, New Tredegar, Mon, Grocer Tredegar
Pet April 4 Ord April 4
ROBERT, FREDERICK WILLIAM, Chester, Stationer Chester
Pet April 4 Ord April 4

ROBERTS, HARRY BENTON, Marsh Baldon, Oxford, Publican
Oxford Pet April 2 Ord April 2
ROWLEY, RICHARD, Collington, Devon, Schoolmaster
Exeter Pet March 21 Ord April 4
RUSLING, HENRY, Hunslet, Leeds, Working Shoemaker
Leeds Pet April 4 Ord April 4
SHAFER, WILLIAM, Gaisford st, Kentish Town, China
Dealer High Court Pet March 12 Ord April 3
SIDWELL, HENRY THOMAS, jun, Horne Bay, Builder
Canterbury Pet March 17 Ord April 8
SMITH, WILLIAM, Redruth, Cornwall, Coach Builder Truro
Pet April 5 Ord April 5
SOUTHON, MARY, Westgate on Sea, Kent, Boarding House
Keeper Canterbury Pet April 9 Ord April 2
SPRIGT, FREDERICK, Knottingley, Yorks, Baker Wake-
field Pet April 3 Ord April 3
THIRKETTLE, GEORGE, Laxfield, nr Framlingham, Suffolk,
Blacksmith Ipswich Pet March 26 Ord April 5
THORPE, ARTHUR WILLIAM, Clifton, York, Cake Mer-
chant's Traveler York Pet March 22 Ord April 5
WALKER, CHARLES, York, Grocer York Pet April 3 Ord
April 3
WEBSTER, ROBERT BARRINGTON, Kingston upon Hull,
Pork Butcher Kingston upon Hull Pet April 5 Ord
April 5
WHARLAM, FRED, Kingston upon Hull, Butcher Kingston
upon Hull Pet March 18 Ord April 4

FIRST MEETINGS.

ALCOCK, WALTER, Fleck, Walsall, Confectioner April 16
at 10.30 Off Rec, Wolverhampton
BARKER, EDWARD, Bowness on Windermere, West-
moreland, Assested Water Manufacturer April 16 at
2.30 Off Rec, 16, Cornwall st, Barrow in Furness
BATE, GEORGE HENRY, Leicester, Cabinet Maker April
16 at 12.30 Off Rec, 1, Berridge st, Leicester
BIBBY, HORACE CLAUD VICTOR, and THOMAS BICKETTER
BIBBY, Liverpool, Solicitors April 16 at 3 Off Rec,
35, Victoria st, Liverpool
BOULTER, JAMES, Bow rd, Bow April 15 at 12 Bankruptcy
bldg, Carey st
BROWN, FRANCIS JAMES, Bourne Mouth April 15 at 12.30
Off Rec, Endless st, Salisbury
CALLOW, WILLIAM ORRY, Liscard April 16 at 12 Off Rec,
65, Victoria st, Liverpool
COLEMAN, PHILIP, Shanklin, I of W, Stationer April 15 at
8 10, Quay st, Newport, I of W
COOK, JOHN HENRY, Grantham, Furniture Remover April
16 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
DALBY, E A, Eaton Socon, Beds, Brewer April 16 at 3.15
Lion Hotel, Bedford
DOWLING, JAMES LEWIS, Leadenhall Market, Pork
Butcher April 15 at 2.30 Bankruptcy bldg, Carey st
DOWNY, DANIEL RUSSELL, High Holborn, Quantity
Surveyor April 15 at 12 Bankruptcy bldg, Carey st
ELLIS, CHARLES JAMES, Reading, Factory Foreman April
17 at 12 Queen's Hotel, Reading
FRANCIS, RICHARD, Has Bourne, Builder April 17 at 2.30
Messrs Cole & Sons, Sonade rd, Has Bourne
GRUBB, JOSEPH BENJAMIN, and WILLIAM HENRY GRUBB,
Whitehouse, Hereford, Fruit Dealers April 16 at 2.30
45, Copenhagen st, Worcester
HANNANT, EDGAR, Gt Yarmouth, Hairdresser April 15 at
10.30 Mr Lovell Blake, South Quay, Gt Yarmouth
HARDING, ROBERT, Maesteg, Glam, Butcher April 15 at
12.30 117, St Mary st, Cardiff
HATCH, MOSES, Coppull, Lancs, Foreman Brickmaker
April 16 at 3 19, Exchange st, Bolton
HILL, CHARLES AUGUSTUS, Heddithe, Warwick, Fishing
Off Maker April 16 at 11 174, Corporation st,
Birmingham
HIESCHBERG, G R, Great St Helen's, Merchant April 16
at 12 Bankruptcy bldg, Carey st
JONES, JAMES, and SAMUEL JONES, Holcombe Rogus,
Devon, Builders April 16 at 11 Off Rec, 58 Hammet
st, Taunton
JONES, RICHARD, and RICHARD LEWIS JONES, Cardiff,
Jewellers April 15 at 11 117, St Mary st, Cardiff
KARL, ELMOR, Whitechapel rd April 16 at 2.30 Bank-
ruptcy bldg, Carey st
KEKELING, TOM, Timbury, Somerset, Builder April 16 at
12 Off Rec, 23, Baldwin st, Bristol
KENNEY, WILLIAM LIONEL FITZGERALD, Stockton April 15
at 12 Off Rec, 17, Hertford st, Coventry
KINGHORN, THOMAS, Leeds, Milk Dealer's Assistant April
15 at 11 Off Rec, 22, Park row, Leeds
LAITHWOOD, JOHN, Worcester Park, Surrey, Company
Promoter April 21 at 12 Bankruptcy bldg, Carey st
LEA, EDWARD jun, West Norwood, Fancy Draper April
16 at 2.30 Bankruptcy bldg, Carey st
LOO, W G, Dulwich April 21 at 2.30 Bankruptcy bldg,
Carey st
MAPS, ARTHUR JAMES, Cefn, Bychan, nr Ruabon, Denbigh,
Clerk April 15 at 11.30 The Priory, Wrexham
MARSH, THOMAS, Crews, Photographer April 25 at 10.30
Royal Hotel, Crews
MORTIMER, STEPHEN, Hotel Cecil, Strand, Portrait Painter
April 15 at 12 Bankruptcy bldg, Carey st
MYERSON, ESTHER, Tonypandy, Glam, Furniture Dealer
April 15 at 12 131, High st, Merthyr Tydfil
NEWBY, WILLIAM, York, Commission Agent April 17 at 1
Off Rec, The Red House, Duncombe pl, York
OWEN, HUGH, Llanfahraeth, Anglesey, Tailor April 15 at
11 Ship Hotel, Bangor
PAYNE, EDWARD WALTER, Winterbourne, Glos, Quarry
Owner April 16 at 11.45 Off Rec, 23, Baldwin st,
Bristol
PEABES, JOSEPH, Plympton, Devon, Butcher April 15 at 11
5, Atherton ter, Plymouth
PIDDUCK, ERNEST and ALBERT EDWARD BARKER, Colbridge,
Staffs, Jet Manufacturers April 16 at 2.30 North
Stafford Hotel, Stoke on Trent
PURIAS, WALTER, Sebert rd, Forest gate, Timber Mer-
chant April 16 at 12 Bankruptcy bldg, Carey st
ROWLEY, RICHARD, Collington, Devon, Schoolmaster
April 24 at 10.30 Off Rec, 15, Bedford circus, Exeter
ROY, ALEXANDER, Debden, Essex, Farmer April 16 at 10.30
Off Rec, 6, Petty Cur, Cambridge
RUSLING, HENRY, Leeds, Shoemaker April 15 at 11.30 Off
Rec, 24, Park row, Leeds

SCOTT, GEORGE ERNEST, Bedford, Confectioner April 15 at 4 Lion Hotel, Bedford
 SHAFER, WILLIAM, Kentish Town, China Dealer April 8 at 2.30 Bankruptcy bldg, Carey at
 SHARP, GEORGE, Peterborough, Stonemason April 18 at 11.45 Law Courts, Peterborough
 SMITH, THOMAS, Bolton, Carrier April 18 at 8.30 19, Exchange st, Bolton
 SOUTHCOOT, EDWIN ALBERT, and LILWELLYN HUGH LEONARD, Bristol, Jewellers April 18 at 12.30 Off Rec, 14, Corporation st, Birmingham
 SPRIGG, FREDERICK, Knottley, Yorks B-ker April 17 at 11 Off Rec, 6, Bond st, Wakefield
 TAYLOR, FREDERICK HERBERT, Chippingham, Grocer April 15 at 2.30 Off Rec, 5, Petty Cur, Cambridge
 THOMAS, JOHN OWEN, and JAMES WADGH, East India av, Builders' Merchants April 17 at 2.30 Bankruptcy bldg, Carey at
 TITCHELTON, ARTHUR, Upper Clapton, Commission Agent April 17 at 19 Bankruptcy bldg, Carey at
 VAN NOORDEN, CHARLES, Phoenix at April 16 at 2.30 Bankruptcy bldg, Carey at
 WAKE, CHARLES, York, Grocer April 17 at 1.30 Off Rec, Red House, Duncombe pl, York
 WALLIS, W J, Surbiton, Builder April 16 at 11.30 24, Railway app, London Bridge
 WILLIAMS, EDITH ELIZABETH, Rhyl, Flint, Coach Builder April 16 at 12 Crypt chmbrs, Eastgate row, Chester
 WILLIAMS, JAMES, Argood, Mon. Collier April 15 at 11.15 Off Rec, Station rd, Gloucester
 WILLINGTON, HENRY EDWARD, Gloucester ter, Hyde Park April 18 at 12 Bankruptcy bldg, Carey at

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